

**FINAL**  
**CITY COUNCIL**  
**CITY OF WICHITA**  
**KANSAS**

City Council Meeting  
09:00 a.m. November 18, 2008

City Council Chambers  
455 North Main

**OPENING OF REGULAR MEETING**

- Call to Order
- Invocation
- Pledge of Allegiance
- Approve the minutes of the regular meeting on November 4, 2008 and minutes of the special meetings on November 7 and 8, 2008

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**AWARDS AND PROCLAMATIONS**

- Proclamations:  
  
Nurse Practitioner Week  
Entrepreneurship Week
- Service Awards:  
  
William D. Hodges

**I. PUBLIC AGENDA**

NOTICE: No action will be taken relative to items on this agenda other than referral for information. Requests to appear will be placed on a "first-come, first-served" basis. This portion of the meeting is limited to thirty minutes and shall be subject to a limitation of five minutes for each presentation with no extension of time permitted. No speaker shall be allowed to appear more frequently than once every fourth meeting. Members of the public desiring to present matters to the Council on the public agenda must submit a request in writing to the office of the city manager prior to twelve noon on the Tuesday preceding the council meeting. Matter pertaining to personnel, litigation and violations of laws and ordinances are excluded from the agenda. Rules of decorum as provided in this code will be observed.

1. Mary Galvin, president and CEO, Communities in Schools-Outcomes from 2007-2008 school years.
2. Autumn Heithaus-Northern Flyer Alliance.

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**COUNCIL BUSINESS**

**II. UNFINISHED COUNCIL BUSINESS**

1. Repair or Removal of Dangerous and Unsafe Structures, 2042 East 9th Street North. (District I)

RECOMMENDED ACTION: Take appropriate action based on the testimony received at the hearing. Any extension of time granted to repair the structure should be conditioned on the following: (1) the structure is maintained secure as of November 18, 2008 and is kept secured during renovation; and (2) the premise is kept clean and free of debris as of November 18, 2008, and is so maintained during renovation.

**III. NEW COUNCIL BUSINESS**

1. Public Hearing and Issuance of Industrial Revenue Bonds, the Coleman Company. (District I)

RECOMMENDED ACTION: Close the public hearing and approve first reading of the Bond Ordinance authorizing the execution and delivery of documents for the issuance of Industrial Revenue Bonds in an amount not-to-exceed \$6,500,000; Release and convey the 1997 Coleman bond-financed property; and extend the tax exemption on the 1999, 2000, 2001 and 2002 IRB bond-financed property for a one-year period and review further extensions at the end of year 2009; and authorize the necessary signatures.

2. Public Hearing and Issuance of Taxable Industrial Revenue Bonds, Spirit AeroSystems, Inc. (District III)

RECOMMENDED ACTION: Close the public hearing and approve first reading of the Bond Ordinance authorizing the execution and delivery of documents for the issuance of Taxable Industrial Revenue Bonds in an amount not-to-exceed \$30 million.

3. Extension of EDX Tax Exemption, Roaster Joe's, Inc. (District IV)

RECOMMENDED ACTION: Approve a second five-year ad valorem tax exemption at 43.5 percent on real property for Roaster Joe's.

4. City-County Agreement with the Greater Wichita Economic Development Coalition for Economic Development Services.

RECOMMENDED ACTION: Approve the agreement for economic development services with the Greater Wichita Economic Development Coalition and authorize the necessary signatures.

5. Pave Agnes, between 36th Street North and 37th Street North. (District VI)

RECOMMENDED ACTION: Approve the new Petition, adopt the Resolution, and authorize the necessary signatures.

6. Bike Path along I-135, Gypsum Creek, and George Washington Boulevard. (District III)

RECOMMENDED ACTION: Reject the bid of the apparent low bidder and award the contract to the next low bidder.

7. Year-end Salary and Classification Ordinances.

RECOMMENDED ACTION: Adopt the ordinances and place them on first reading.

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**COUNCIL BUSINESS SUBMITTED BY CITY AUTHORITIES**

**PLANNING AGENDA**

NOTICE: Public hearing on planning items is conducted by the MAPC under provisions of State law. Adopted policy is that additional hearing on zoning applications will not be conducted by the City Council unless a statement alleging (1) unfair hearing before the MAPC, or (2) alleging new facts or evidence has been filed with the City Clerk by 5p.m. on the Wednesday preceding this meeting. The Council will determine from the written statement whether to return the matter to the MAPC for rehearing.

**IV. NON-CONSENT PLANNING AGENDA**

None

**V. CONSENT PLANNING AGENDA**

1. \*SUB 2008-55-Plat of Willow Creek East 2nd Addition, located east of Greenwich Road and on the south side of Harry. (District II)

RECOMMENDED ACTION: Approve the documents and plat, authorize the necessary signatures, and adopt the Resolutions.

2. \*A08-13R Request by Kurt Bachman and Brad Bachman, of CBB Northlakes, LLC, to annex land generally located south of 53rd Street North and west of Meridian Avenue. (District VI)

RECOMMENDED ACTION: Approve the annexation request, place the ordinance on first reading, and authorize the necessary signatures.

3. \*ZON2008-00049 – City zone change from SF-5 Single-family Residential (“SF-5”) to LC General Commercial (“LC”) subject to a Protective Overlay; generally located north and east of South Meridian Avenue and I-235. (District IV)

RECOMMENDED ACTION: 1) Adopt the findings of the MAPC, approve the zone change and place the ordinance on first reading; OR 2) Return the application to the MAPC for reconsideration.

4. \*CUP2008-00033 and ZON2008-00050 – Creation of DP-314 Turkey Creek Commercial Community Unit Plan and zone change from SF-5 Single-family Residential (“SF-5”) to LC Limited Commercial (“LC”); generally located northeast corner of Pawnee Avenue and 135th Street West. (District IV)

RECOMMENDED ACTION: 1) Adopt the findings of the MAPC and approve the community unit plan and the zone change to LC Limited Commercial (“LC”); withhold the publication of the ordinance until the plat is recorded; OR 2) Return the application to the MAPC for reconsideration.

### **HOUSING AGENDA**

NOTICE: The City Council is meeting as the governing body of the Housing Authority for consideration and action on the items on this Agenda, pursuant to State law, HUD, and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

Allan Murdock, Housing Member is also seated with the City Council.

### **VI. NON-CONSENT HOUSING AGENDA**

None

### **VII. CONSENT HOUSING AGENDA**

1. \*2009 Payment Standards – Section 8 Housing Choice Vouchers.

RECOMMENDED ACTION: Approve the revised Payment Standards for the Section 8 Housing Choice Voucher Program to be effective on January 1, 2009 for new clients and current clients who are relocating, and as of April 1, 2009 for current clients as determined by their recertification dates.

### **AIRPORT AGENDA**

NOTICE: The City Council is meeting as the governing body of the Airport for consideration and action on items on this Agenda, pursuant to State law and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

### **VIII. NON-CONSENT AIRPORT AGENDA**

None

### **IX. CONSENT AIRPORT AGENDA**

1. \*Colonel James Jabara Airport - Taxiways F and G, Runway Markings - Change Order No. 2.

RECOMMENDED ACTION: Approve the Change Order and authorize the necessary signatures.



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**COUNCIL AGENDA**

**X. COUNCIL MEMBER AGENDA**

None

**XI. COUNCIL MEMBER APPOINTMENTS**

1.

RECOMMENDED ACTION: Approve the Appointments

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**XII. CONSENT AGENDA**

1. Report of Board of Bids and Contracts dated November 17, 2008.

RECOMMENDED ACTION: Receive and file report; approve Contracts;  
authorize necessary signatures.

2. Applications for Licenses

<u>Renewal</u>	<u>2008</u>	
Ernest C. Doyon	Vegas Video LLC	8323 West Kellogg Drive
Norman Massey Jr.	Star Enterprise of KS dba Circle Cinema	2570 South Seneca

RECOMMENDED ACTION: Approve the licenses.

3. Applications for Licenses to Retail Cereal Malt Beverages:

<u>Renewal</u>	<u>2008</u>	<u>(Consumption off Premises)</u>
Thu D. Irfan	Dao Variety Store	1601 East Central
Don Farquhar	Rolling Hills CC Golf Shop	9612 West Maple

<u>Renewal</u>	<u>2008</u>	<u>(Consumption on Premises)</u>
Nelson A. Chamagua	El Bahia**	2855 South Hydraulic
Cheryl L. Gehlen	Annex Lounge**	6305 East Harry
Teresa A. Vasquez	El Patio Inc.*	424 East Central Ave.
Damon P Jones	Taco Tico #4861*	3257 East Harry
Damon P Jones	Taco Tico #4801*	2051 South Seneca
Damon P Jones	Taco Tico #4812*	311 East Pawnee
Damon P Jones	Taco Tico #4813*	1301 North Tyler
Damon P Jones	Taco Tico #4845*	929 North Broadway
Damon P Jones	Taco Tico #4857*	3131 North Rock Road
Damon P Jones	Taco Tico #4803*	460 North West Street
Damon P Jones	Taco Tico #4842*	603 East 47th Street

(Item XII-3 continued)

<u>New</u>	<u>2008</u>	<u>(Consumption on Premises)</u>
J.Larry Fugate	Pizza Hut of Southeast Kansas,Inc.*	350 South Ridge Road
J.Larry Fugate	Pizza Hut of Southeast Kansas,Inc.*	11747 East Kellogg Drive
J.Larry Fugate	Pizza Hut of Southeast Kansas,Inc.*	1708 East Pawnee
J.Larry Fugate	Pizza Hut of Southeast Kansas,Inc.*	2181 North Rock Road

\*General/Restaurant - 50% or more of gross receipts derived from sale of food.

\*\* Tavern – less than 50% of gross revenues from sale of food.

RECOMMENDED ACTION: Approve licenses subject to Staff review and approval.

4. Preliminary Estimates:

- a. Preliminary Estimates. (See attached)

RECOMMENDED ACTION: Receive and file.

5. Petitions for Public Improvements:

- a. Construct Left Turn Lane Improvements north of 29th Street North, east of Ridge to serve Ridge Port Addition. (District V)

RECOMMENDED ACTION: Approve Petitions; adopt resolutions.

6. Deeds and Easements:

- a. Deeds and Easements. (See attached)

RECOMMENDED ACTION: Accept documents.

7. Statement of Costs:

- a. Statement of Costs. (See attached)

RECOMMENDED ACTION: Approve and file.

8. Consideration of Street Closures/Uses.

- a. Christmas Tree Lighting Ceremony December 4, 2008 5:30 pm – 7:00 pm (District I and VI)  
Douglas Avenue, Main Street to McLean Blvd.  
McLean Blvd., Douglas to 1st and 2nd Street  
Waco, Douglas to 1st Street (Access from 1st Street to the Broadview Hotel)  
1st Street, Waco to McLean Blvd.  
Sycamore, approximately 300 feet north of Douglas to McLean Blvd.  
Century II Drive from West Tlalnepantla Drive to Douglas  
South Cancun Street, Century II Drive to West Tlalnepantla Drive  
North Civic Center Place at the north side of Douglas  
Wichita at the north side of Douglas  
Water at the north side of Douglas
- b. Our Lady of Guadalupe Festival, December 6 and 7, 2008, 10:00 am – 10:00 pm (District VI)  
23rd Street North, Park Place to Market
- c. Our Lady of Guadalupe Festival, December 11 & 12, 2008 7:00 am – 10:00 pm (District VI)  
23rd Street North, Park Place to Market

RECOMMENDED ACTION: Approve the requests subject to: 1) hiring off-duty certified law enforcement officers as required; 2) obtaining barricades to close the streets in accordance with requirements of Police, Fire, and Public Works Department; and 3) Certificate of Liability Insurance on file with the Community Events Coordinator.

9. Agreements/Contracts:

- a. Staking in Mooring 10th Addition, south of 53rd Street North, west of Meridian. (District VI)-supplemental

RECOMMENDED ACTION: Approve Agreements/Contracts; authorize the necessary signatures.

10. Design Services Agreement:

- a. Belle Chase Second Addition, east of 127th Street East, north of Harry. (District II)

RECOMMENDED ACTION: Approve Agreements/Contracts; authorize the necessary signatures.

11. Change Orders:

- a. Douglas and Oliver Intersection Improvements. (District II)
- b. Phase 8, 2007 Sanitary Sewer Reconstruction Program, south of Kellogg, east of Hillside. (District III)

RECOMMENDED ACTION: Approve the Change Orders and authorize the necessary signatures.

12. Property Acquisition:

- a. Acquisition of Vacant Land in the 4700 Block of South Meridian; 47th Street - 31st Street Road Improvement Project. (District IV)
- b. Acquisition of 212 East 21st Street North and 222 East 21st Street North for the Intersection Improvement Project at 21st and Broadway. (District VI)
- c. Partial Acquisition of Vacant Land in the 4000 Block of South Meridian; 47th Street -31st Street Road Improvement Project (District IV)
- d. Partial Acquisition of 4339 South Meridian; 47th Street - 31st Street Road Improvement Project. (District IV)
- e. Partial Acquisition of Land at 4355 South Meridian; 47th Street – 31st Street Road Improvement Project. (District IV)
- f. Partial Acquisition of 4055 South Meridian; 47th Street - 31st Street Road Improvements Project. (District IV)

RECOMMENDED ACTION: Approve budgets and Contracts; authorize necessary signatures.

13. Minutes of Advisory Boards/Commissions

Board of Appeals of Refrigeration, Air-Conditioning, Warm Air Heating and Boiler, September 25, 2008  
Police and Fire Retirement System, September 24, 2008  
District II Advisory Board, October 6, 2008  
Wichita Airport Advisory Board, October 6, 2008

RECOMMENDED ACTION: Receive and file.

14. October 2008 Monthly contracts & Agreements Report to Council.

RECOMMENDED ACTION: Receive and file

15. Senior Management Expenses, Sept 2008.

RECOMMENDED ACTION: Receive and file.

16. Report of Claims for the month of October 2008:

<u>Name of Claimant</u>	<u>Amount</u>
Lawrence Broadus	\$3,128.56
Joe Bergkamp	\$1,363.00
William Reuschel	\$1,124.59
Stanley Bergkamp	\$1,040.00
William Irving	\$ 808.56

\*\* Settled for lesser amount than claimed.

RECOMMENDED ACTION: Receive and file.

17. HOME CHDO Operating Support Funding. (Districts I, III, IV, V, VI)

RECOMMENDED ACTION: Approve the allocations and the funding agreements, and authorize the necessary signatures.

18. Grant Application for Environmental Stewardship Projects to promote Healthy Communities for Active Aging.

RECOMMENDED ACTION: Approve the grant application, the grant award, and authorize the necessary signatures.

19. Aquifer Storage and Recovery Phase II - Supplemental Agreement.

RECOMMENDED ACTION: Approve the Supplemental Agreement and authorize the necessary signatures.

20. Street Maintenance Funds Transfer.

RECOMMENDED ACTION: Approve up to \$200,000 for transfer into the 2008 Street Maintenance commodities budget with funds to be transferred by budget adjustments on an as-needed basis.

21. Management Agreement, Finney State Office Building. (District I)

RECOMMENDED ACTION: Approve the management agreement for the State Office Building and authorize the necessary signatures.

22. Resolution of Support for Salina Foreign Trade Zone.

RECOMMENDED ACTION: Approve the resolution of support for the Salina Foreign Trade Zone and authorize the necessary signatures.

23. Donation of Property near 33rd Street North and Jackson. (District VI)

RECOMMENDED ACTION: Accept the donation and authorize all necessary signatures.

24. Dedication of Temporary Construction Easement. (District V)

RECOMMENDED ACTION: Authorize the necessary signatures.

25. Water Facilities Electronic Security Project - Supplemental Agreement.

RECOMMENDED ACTION: Approve the Supplemental Agreement for the electronic security improvements and authorize the necessary signatures.

26. 2009/11 KANSAS CLICKS Special Traffic Enforcement Program STEP) Grant.

RECOMMENDED ACTION: Approve the STEP grant application, receipt of funds; and authorize the necessary signatures.

27. Amendment of Right of Way Agreement at 31st Street South and I-35. (District III)

RECOMMENDED ACTION: 1) Approve the Amendment of Right of Way Agreement and 2) Authorize all necessary signatures,

28. Second Reading Ordinances: (First Read November 4, 2008)

- a. Second Reading Ordinances (See attached)

RECOMMENDED ACTION: Adopt the Ordinances.

Adjournment

City of Wichita  
City Council Meeting  
November 18, 2008

**TO:** Mayor and City Council

**SUBJECT:** Repair or Removal of Dangerous & Unsafe Structures  
2042 E. 9<sup>th</sup> St. North (District I)

**INITIATED BY:** Office of Central Inspection

**AGENDA:** Unfinished Business

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**Recommendations:** Take appropriate action based on testimony received during the review hearing.

**Background:** On August 5, 2008, a report was submitted with respect to the dangerous and unsafe conditions on the property at 2042 E. 9<sup>th</sup> St. North. The Council adopted a resolution providing for a public hearing to be held on the condemnation action at 9:30 a.m., or as soon thereafter, on September 16, 2008.

On September 16, 2008, City Council Member Williams deferred action on this property until the next available City Council meeting.

At the October 7, 2008, City Council meeting, staff informed City Council that this property was sold at tax sale in July, and that the new owner was attempting to obtain the deed within the next fifteen to thirty days. Staff recommended deferring action on this property until November, allowing the new owner time to obtain the deed and prepare a plan of action.

**Analysis:** Staff inspected the property on October 28, 2008; no repairs had been made, but the property was secure. There was scattered trash in the front yard and on the porch.

The taxes are current and there are no special assessments.

**Financial Considerations:** Structures condemned as dangerous buildings are demolished with funds from the Office of Central Inspection Special Revenue Fund contractual services budget, as approved annually by the City Council. This budget is supplemented by an annual allocation of federal Community Development Block Grant funds for demolition of structures located within the designated Neighborhood Reinvestment Area. Expenditures for dangerous building condemnation and demolition activities are tracked to ensure that City Council Resolution No. R-95-560, which limits OCI expenditures for non-revenue producing condemnation and housing code enforcement activities to 20% of OCI's total annual budgeted Special Revenue Fund expenditures, is followed. Owners of condemned structures demolished by the City are billed for the contractual costs of demolition, plus an additional \$500 administrative fee. If the property owner fails to pay, these charges are recorded as a special property tax assessment against the property, which may be collected upon subsequent sale or transfer of the property.

**Goal Impact:** On January 24, 2006 the City Council adopted five (5) goals for the City of Wichita. These include: Provide a Safe and Secure Community, Promote Economic Vitality and Affordable Living, Ensure Efficient Infrastructure, Enhance Quality of Life, and Support a Dynamic Core Area & Vibrant Neighborhoods. This agenda item impacts the goal indicator to Support a Dynamic Core Area and Vibrant Neighborhoods: Dangerous building condemnation actions, including demolitions, remove blighting and unsafe buildings that are detrimental to Wichita neighborhoods.

**Legal Considerations:** The owner has been informed of the date and time of the hearing.

**Recommendations/Actions:** It is recommended that the City Council take appropriate action based on the testimony received at the hearing. Any extension of time granted to repair the structure should be conditioned on the following: (1) the structure is maintained secure as of November 18, 2008 and is kept secured during renovation; and (2) the premise is kept clean and free of debris as of November 18, 2008, and is so maintained during renovation.

If any of the above conditions are not met, the Office of Central Inspection will proceed with demolition action and also instruct the City Clerk to have the resolution published once in the official city paper and advise the owners of these findings.

**Attachments:** None



**City of Wichita  
City Council Meeting  
November 18, 2008**

**TO:** Mayor and City Council

**SUBJECT:** Public Hearing and Issuance of Industrial Revenue Bonds (The Coleman Company) (District I)

**INITIATED BY:** Office of Urban Development

**AGENDA:** New Business

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**Recommendation:** Close the public hearing and place the ordinance on first reading, and approve the one-year extension of the property tax exemption.

**Background:** Between 1993 and 2007, the City Council has approved Letters of Intent to issue Industrial Revenue Bonds (IRBs) up to \$205 million to the Coleman Company, Inc. Bonds were issued to finance the construction of a new corporate headquarters, the expansion of existing manufacturing facilities and the purchase of additional machinery and equipment for manufacturing facilities in Wichita and Maize. On November 20, 2007, the City Council approved a new Letter of Intent expiring December 31, 2011, in an amount not-to-exceed \$35,000,000. Council also approved a 100% five-plus-five year property tax exemption on all bond-financed real property improvements. Bond proceeds will be used for the improvement of factory space and for the purchase of additional manufacturing equipment, primarily machinery, tooling and technological equipment at the existing Wichita and Maize facilities. The company is requesting the issuance of Industrial Revenue Bonds in a total amount of \$6,500,000.

On June 14, 2005, City Council reviewed the second five-year exemption for Coleman's 1999 bond-financed property and approved a one-year extension. On January 10, 2006, City Council approved a one-year extension of the tax exemption on the 1999 and 2000 bond-financed property. On December 12, 2006, City Council approved a one-year extension of the tax exemption on the 1999, 2000 and 2001 bond-financed property. On November 20, 2007 City Council approved a one-year extension of the tax exemption on the 1999, 2000, 2001 and 2002 bond-financed property. The Coleman Company is now requesting a one-year extension of the tax exemptions on the 1999, 2000, 2001 and 2002 bond-financed property.

**Analysis:** The Coleman Company, Inc. manufactures and distributes an extensive line of outdoor recreational products. The Company's principal products produced in Wichita and Maize include a comprehensive line of pressurized lighting, cooling and heating appliances for camping and outdoor recreational use (such as Coleman lanterns and stoves), fuel-related products, including disposable propane-filled cylinders, a broad range of insulated food and beverage containers, portable electric lights, and other outdoor recreation products.

The bond proceeds will be used to finance building and land improvements and the purchase of additional equipment, primarily machinery, tooling and technological equipment, including computer software and hardware at the existing Wichita and Maize facilities.

	<u>Use of funds</u>
Wichita Facilities	\$ 6,000,000
Maize Facility	<u>500,000</u>
Total	\$ 6,500,000

The City's bond counsel firm Kutak Rock, L.L.P. serves as bond counsel in the IRB transaction. The Coleman Company will purchase the bonds, and the bonds will not be offered to the public. The Coleman Company has complied with the City's Standard Letter of Intent Conditions.

The cost/benefit analysis based on the fiscal and economic impact model of the Wichita State University's Center for Economic Development and Business Research reflects cost/benefit ratios as follows:

City	3.17 to one
County	2.12 to one
USD 259	1.17 to one
State	21.40 to one

As a condition of the 1999-2002 bond issues and tax exemption, Coleman committed to the expansion of existing manufacturing facilities, and purchase of machinery and equipment, with a total investment amount of \$33,000,000 between years 1999 and 2001; and creation of 200 new jobs within five years of the 1999 bond issue.

Coleman's project commitments and outcomes:

<u>1999, 2000, 2001 &amp; 2002 Commitment</u>	<u>October 31, 2008 Status</u>
Construct new building addition	Completed new building additions totaling approximately \$23,000,000
Purchase Manufacturing Equipment	Purchased equipment worth over \$10,000,000
Create 200 new jobs in five years	No new jobs were created

Coleman has fallen short of its projection and has significantly downsized its workforce. Coleman has undergone an extensive corporate restructuring, following acquisition of Coleman's parent company by Jarden Corporation. The corporate headquarters of the Coleman Company was moved back to Wichita from Chicago. Economic conditions and technological advances have led Coleman to eliminate unfilled and vacated positions and they do not anticipate significant increases in the near future. Coleman continues to maintain employment levels that are relatively consistent over the last 5 years.

**Financial Considerations:** The Coleman Company, Inc. agrees to pay all bond issuance costs and agrees to pay the City's \$2,500 annual IRB administrative fee for the term of the bonds.

City Council approved a 100% property tax abatement for five years, with a second five years subject to Council approval, based solely on Coleman's commitment to make a capital investment of at least \$35 million over a 4-year period. Based on the 2007 mill levy, the estimated tax value of exempted property for the first full year is approximately \$191,831. The value of the exemption to individual taxing jurisdictions is:

City	\$ 51,966	State	\$ 2,438
County	\$ 50,916	USD 259	\$ 86,512

The project will qualify for a sales tax exemption on bond-financed purchases. The estimated amount of exempted sales taxes is \$172,250 in state sales tax and \$32,500 in county sales tax; total value of the sales tax exemption is \$204,750.

**Goal Impact:** Economic Vitality and Affordable Living. Providing low-cost financing and granting of ad valorem property tax exemption and sales tax exemption will help Coleman remain competitive and stimulate economic growth for the City of Wichita and Sedgwick County.

**Legal Considerations:** The City's bond counsel has prepared Bond documents needed for the issuance of bonds. The City Attorney's office will review and approve the final form of bond documents prior to the issuance of any bonds.

In addition to authorizing the issuance of the Series 2007 Industrial Revenue Bonds, the bond ordinance also authorizes the release of property financed by Series XVIII, 1997 Bonds from the lien of the 1997 Bond Indenture and the conveyance of said property to Coleman by Bill of Sale.

**Recommendations/Actions:** It is recommended that the City Council:

- 1) Close the public hearing and approve first reading of the Bond Ordinance authorizing the execution and delivery of documents for the issuance of Industrial Revenue Bonds in an amount not-to-exceed \$6,500,000;
- 2) Release and convey the 1997 Coleman bond-financed property; and
- 3) Extend the tax exemption on the 1999, 2000, 2001 and 2002 IRB bond-financed property for a one-year period and review further extensions at the end of year 2009; and
- 4) authorize the necessary signatures.

**Attachments:** Bond Ordinance

## ORDINANCE NO. 48-114

AN ORDINANCE AUTHORIZING THE CITY OF WICHITA, KANSAS, TO ISSUE ITS TAXABLE INDUSTRIAL REVENUE BONDS, SERIES IX, 2008 (THE COLEMAN COMPANY, INC.), IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$6,500,000 FOR THE PURPOSE OF PROVIDING FUNDS TO ACQUIRE, CONSTRUCT AND EQUIP IMPROVEMENTS TO EXISTING FACILITIES LOCATED IN THE CITY OF MAIZE, KANSAS, AND THE CITY OF WICHITA, KANSAS; PRESCRIBING THE FORM AND AUTHORIZING EXECUTION OF A FOURTEENTH SUPPLEMENTAL TRUST INDENTURE BY AND BETWEEN THE CITY AND THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., AS TRUSTEE, WITH RESPECT TO THE BONDS; PRESCRIBING THE FORM AND AUTHORIZING EXECUTION OF A FOURTEENTH SUPPLEMENTAL LEASE AGREEMENT BY AND BETWEEN THE CITY AND THE COLEMAN COMPANY, INC.; APPROVING THE FORM OF A GUARANTY AGREEMENT; AUTHORIZING THE EXECUTION OF A BOND PURCHASE AGREEMENT BY AND BETWEEN THE CITY AND THE COLEMAN COMPANY, INC., AS PURCHASER OF THE BONDS; AND AUTHORIZING EXECUTION OF A BILL OF SALE.

**WHEREAS**, the City of Wichita, Kansas (the “Issuer”) is authorized by K.S.A. 12-1740 to 12-1749d, inclusive, as amended (the “Act”), to acquire, renovate and equip certain facilities as defined in the Act) for commercial, industrial and manufacturing purposes, and to enter into leases and lease-purchase agreements with any persons, firm or corporation for said facilities, and to issue revenue bonds for the purpose of paying the cost of any such facilities; and

**WHEREAS**, the Issuer has heretofore determined that it is desirable in order to promote, stimulate and develop the general economic welfare and prosperity of the Issuer and the State of Kansas that the Issuer issue its Taxable Industrial Revenue Bonds for the purpose of purchasing, acquiring, constructing and equipping improvements and additions to existing facilities located in the City of Wichita, Kansas and the City of Maize, Kansas (collectively, the “Project”); and

**WHEREAS**, the Issuer has, pursuant to K.S.A. 12-2901 *et seq.*, as amended (the “Interlocal Cooperation Act”), entered into an interlocal cooperation agreement with the City of Maize, Kansas (the “Participant”), for the purpose of acting as the Issuer of the Bonds, as hereinafter defined; and

**WHEREAS**, the Issuer has previously issued an initial series of its Taxable Industrial Revenue Bonds designated “City of Wichita, Kansas, Taxable Industrial Revenue Bonds, Series VIII, 1993 (The Coleman Company, Inc.) in the aggregate principal amount of \$10,036,800.00 (the “1993 Bonds”) for the purpose of purchasing, acquiring, constructing and equipping improvements and additions to facilities located in the City of Maize, Kansas, and the City of Wichita, Kansas (collectively, the “1993 Project”); and

**WHEREAS**, the Issuer has previously issued its Taxable Industrial Revenue Bonds, Series XIII, 1998 (The Coleman Company, Inc.) in the aggregate principal amount of \$6,565,160.00 (the “1998 Bonds”) for the purpose of purchasing, acquiring, constructing and equipping improvements and additions to the 1993 Project (the “1998 Additions”); and

**WHEREAS**, the Issuer has previously issued its Taxable Industrial Revenue Bonds, Series XVI, 1999 (The Coleman Company, Inc.) in the aggregate principal amount of \$5,211,281.50 (the “1999 Bonds”) for the purpose of purchasing, acquiring, constructing and equipping improvements and additions to the 1993 Project (the “1999 Additions”); and

**WHEREAS**, the Issuer has previously issued its Taxable Industrial Revenue Bonds, Series VII, 2000 (The Coleman Company, Inc.) in the aggregate principal amount of \$14,871,447.43 (the “2000 Bonds”) for the purpose of purchasing, acquiring, constructing and equipping improvements and additions to the 1993 Project (the “2000 Additions”); and

**WHEREAS**, the Issuer has previously issued its Taxable Industrial Revenue Bonds, Series XIV, 2001 (The Coleman Company, Inc.) in the aggregate principal amount of \$12,165,214.24 (the “2001 Bonds”) for the purpose

of purchasing, acquiring, constructing and equipping improvements and additions to the 1993 Project (the "2001 Additions"); and

**WHEREAS**, the Issuer has previously issued its Taxable Industrial Revenue Bonds, Series IX, 2002 (The Coleman Company, Inc.) in the aggregate principal amount of \$13,519,041.38 (the "2002 Bonds") for the purpose of purchasing, acquiring, constructing and equipping improvements and additions to the 1993 Project (the "2002 Additions"); and

**WHEREAS**, the Issuer has previously issued its Taxable Industrial Revenue Bonds, Series IX, 2004 (The Coleman Company, Inc.) in the aggregate principal amount of \$17,970,208.00 (the "2004 Bonds") for the purpose of purchasing, acquiring, constructing and equipping improvements and additions to the 1993 Project (the "2004 Additions"); and

**WHEREAS**, the Issuer has previously issued its Taxable Industrial Revenue Bonds, Series VIII, 2005 (The Coleman Company, Inc.) in the aggregate principal amount of \$10,085,623.22 (the "2005 Bonds") for the purpose of purchasing, acquiring, constructing and equipping improvements and additions to the 1993 Project (the "2005 Additions"); and

**WHEREAS**, the Issuer has previously issued its Taxable Industrial Revenue Bonds, Series VII, 2006 (The Coleman Company, Inc.) in the aggregate principal amount of \$5,498,669.78 (the "2006 Bonds") for the purpose of purchasing, acquiring, constructing and equipping improvements and additions to the 1993 Project (the "2006 Additions"); and

**WHEREAS**, the Issuer has previously issued its Taxable Industrial Revenue Bonds, Series VIII, 2007 (The Coleman Company, Inc.) in the aggregate principal amount of \$23,862,092.81 (the "2007 Bonds") for the purpose of purchasing, acquiring, constructing and equipping improvements and additions to the 1993 Project (the "2007 Additions"); and

**WHEREAS**, the Issuer has heretofore found and determined and does hereby find and determine that it is desirable that the Issuer issue its Taxable Industrial Revenue Bonds, Series IX, 2008 (The Coleman Company, Inc.) in the aggregate principal amount of not to exceed \$6,500,000 (the "2008 Bonds") for the purpose of purchasing, acquiring, constructing and equipping improvements and additions to facilities located in the City of Maize, Kansas, and the City of Wichita, Kansas (the "2008 Additions") (1998 Additions, 1999 Additions, 2000 Additions, 2001 Additions, 2002 Additions, 2004 Additions, 2005 Additions, 2006 Additions, 2007 Additions and the 2008 Additions being referred to herein collectively as the "Project"), said Project to be leased by the Issuer to The Coleman Company, Inc., as Tenant (the "Tenant"); and

**WHEREAS**, the 2008 Bonds and the interest thereon shall not constitute an indebtedness of the Issuer or the Participant within the meaning of any constitutional provision or statutory limitation, shall not constitute nor give rise to a pecuniary liability of the Issuer or the Participant, nor shall any 2008 Bond or the interest thereon be a charge against the general credit or taxing powers of either the Issuer or the Participant. The 2008 Bonds are not general obligations of the Issuer and are payable solely from certain fees, rentals, revenues and other amounts derived by the Issuer pursuant to the Lease (hereinafter defined) and, under certain circumstances, from the proceeds of the 2008 Bonds and insurance and condemnation awards; and

**WHEREAS**, the Issuer further finds and determines that it is necessary and desirable in connection with the issuance of the 2008 Bonds (1) to execute and deliver a Fourteenth Supplemental Trust Indenture dated as of December 1, 2008, (the "Fourteenth Supplemental Indenture"), which supplements and amends a certain Trust Indenture dated as of December 1, 1993 (the "1993 Indenture"), a Fifth Supplemental Trust Indenture dated as of December 1, 1998 (the "Fifth Supplemental Indenture"), a Sixth Supplemental Trust Indenture dated as of December 1, 1999 (the "Sixth Supplemental Indenture"), a Seventh Supplemental Trust Indenture dated as of December 1, 2000 (the "Seventh Supplemental Indenture"), an Eighth Supplemental Trust Indenture dated as of December 1, 2001 (the "2001 Supplemental Indenture"), a Ninth Supplemental Trust Indenture dated as of December 1, 2002 (the "Ninth Supplemental Indenture"), a Tenth Supplemental Indenture dated as of December 1, 2004 (the "Tenth Supplemental Indenture"), an Eleventh Supplemental Trust Indenture dated as of December 1, 2005 (the "Eleventh Supplemental Indenture"), a Twelfth Supplemental Indenture dated as of December 1, 2006 (the "Twelfth Supplemental Indenture"), and a Thirteenth Supplemental Trust Indenture dated as of December 1, 2007 (the "Thirteenth Supplemental Indenture"), all by and between the Issuer and The Bank of New

York Mellon Trust Company, N.A., St. Louis, Missouri, as successor in interest to Boatmen's National Bank (formerly Bank IV Kansas, National Association) (the "Trustee") (the 1993 Indenture, the Fifth Supplemental Indenture, the Sixth Supplemental Indenture, the Seventh Supplemental Indenture, the Eighth Supplemental Indenture, the Ninth Supplemental Indenture, the Tenth Supplemental Indenture, the Eleventh Supplemental Indenture, the Twelfth Supplemental Indenture, the Thirteenth Supplemental Indenture, and the Fourteenth Supplemental Indenture, being hereinafter collectively referred to as the "Indenture"); and (2) to enter into a Fourteenth Supplemental Lease dated as of December 1, 2008 (the "Fourteenth Supplemental Lease"), which supplements and amends a certain Lease Agreement dated as of December 1, 1993 (the "1993 Lease"), a Fifth Supplemental Lease dated as of December 1, 1998 (the "Fifth Supplemental Lease"), a Sixth Supplemental Lease dated as of December 1, 1999 (the "Sixth Supplemental Lease"), all as amended by a First Amendment to Lease dated as of January 1, 2000 (the "Lease Amendment"), a Seventh Supplemental Lease dated as of December 1, 2000 (the "Seventh Supplemental Lease"), an Eighth Supplemental Lease dated as of December 1, 2001 (the "Eighth Supplemental Lease"), a Ninth Supplemental Lease dated as of December 1, 2002 (the "Ninth Supplemental Lease"), a Tenth Supplemental Lease dated as of December 1, 2004 (the "Tenth Supplemental Lease"), an Eleventh Supplemental Lease dated as of December 1, 2005 (the "Eleventh Supplemental Lease"), a Twelfth Supplemental Lease dated as of December 1, 2006 (the "Twelfth Supplemental Lease"), and a Thirteenth Supplemental Lease dated as of December 1, 2007 (the "Thirteenth Supplemental Lease"), all by and between the Issuer and the Tenant, pursuant to which the Issuer shall cause the Project, including the 2008 Additions, to be leased to the Tenant in consideration of the rental payments, including payments of Fourteenth Supplemental Basic Rent, Fourteenth Supplemental Additional Rent and other charges provided for therein (the 1993 Lease, the Fifth Supplemental Lease, the Sixth Supplemental Lease, the Lease Amendment, the Seventh Supplemental Lease, the Eighth Supplemental Lease, the Ninth Supplemental Lease, the Tenth Supplemental Lease, the Eleventh Supplemental Lease, the Twelfth Supplemental Lease, the Thirteenth Supplemental Lease, and the Fourteenth Supplemental Lease being hereinafter collectively referred to as the "Lease"); and

**WHEREAS**, pursuant to the Indenture, the 2008 Bonds shall be equally and ratably secured and on a parity with the 1998 Bonds, the 1999 Bonds, the 2000 Bonds, 2001 Bonds, 2002 Bonds, the 2004 Bonds, the 2005 Bonds, the 2006 Bonds, the 2007 Bonds and any Additional Bonds (the 1998 Bonds, the 1999 Bonds, the 2000 Bonds, the 2001 Bonds, the 2002 Bonds, the 2004 Bonds, the 2005 Bonds, the 2006 Bonds, the 2007 Bonds, the 2008 and any Additional Bonds being hereinafter collectively referred to as the "Bonds"), subject to the Tenant's rights to purchase and release allocable portions of the Project; and

**WHEREAS**, the Trustee has certified that the 1997 Bonds have been paid in full and no 1997 Bonds remain Outstanding; and

**WHEREAS**, the Company desires to exercise its option to purchase that portion of the Project financed with the 1997 Bonds; and

**WHEREAS**, the City hereby waives the notice provisions of the Fourth Supplemental Lease dated as of December 1, 1997 (the "Fourth Supplemental Lease") with respect to the Company's exercise of its option to purchase the 1997 Additions and finds and determines it necessary and desirable to execute a Bill of Sale conveying the 1997 Additions to the Company and to release the 1997 Additions from the Lease and from the Pledge of the Indenture.

**NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS AS FOLLOWS:**

**Section 1.**        Definition of Terms. All terms and phrases not otherwise defined herein shall have the respective meanings set forth in the Indenture and Lease.

**Section 2.**        Authority to Cause the 2008 Additions to be Purchased, Acquired, Constructed and Installed. The governing body of the Issuer hereby declares that the Project, including the 2008 Additions, if in being, would promote the welfare of the City of Wichita, Kansas, or the City of Maize, Kansas, and the Issuer is hereby authorized to cause the 2008 Additions to be purchased, acquired, constructed and installed all in the manner and as more particularly described in the Indenture and in the Lease.

**Section 3.**        Authorization of and Security for the 2008 Bonds. There is hereby specifically authorized and directed to be issued a series of the Issuer's industrial revenue bonds to be designated "City of

Wichita, Kansas, Taxable Industrial Revenue Bonds, Series IX, 2008 (The Coleman Company, Inc.),” in an aggregate principal amount of not to exceed \$6,500,000 for the purpose of paying the cost of purchasing, acquiring, constructing and installing the 2008 Additions. The 2008 Bonds shall be dated and bear interest, shall mature and be payable at such times, shall be in such forms, shall be subject to redemption and payment prior to the maturity thereof, and shall be issued in the manner prescribed and subject to the provisions, covenants and agreements set forth in the Indenture. The 2008 Bonds shall be equally and ratably secured and on a parity with the 1998 Bonds, the 1999 Bonds, the 2000 Bonds, the 2001 Bonds, the 2002 Bonds, the 2004 Bonds, the 2005 Bonds, the 2006 Bonds, the 2007 Bonds and any Additional Bonds, subject to the Tenant’s rights to purchase and release allocable portions of the Project. The 2008 Bonds shall be special limited obligations of the Issuer payable solely from the revenues derived by the Issuer pursuant to the Lease, or otherwise in connection with the Project. The 2008 Bonds shall not be general obligations of or constitute a pledge of the faith and credit of the Issuer within the meaning of any constitutional or statutory provision and shall not be payable in any manner from tax revenues. The 2008 Bonds shall be secured under the provisions of the Indenture and are authorized hereby.

**Section 4.**        Authorization of Fourteenth Supplemental Indenture. The Issuer is hereby authorized to enter into the Fourteenth Supplemental Indenture dated as of December 1, 2008, by and between the Issuer and The Bank of New York Mellon Trust Company, N.A., as Trustee (the “Trustee”), under which the Issuer shall pledge and assign to the Trustee, for the benefit of the holders of the Bonds, including the 2008 Bonds, the Trust Estate created thereby all upon the terms and conditions set forth in the Indenture.

**Section 5.**        Lease of the Project. The Issuer shall cause the Project, including the 2008 Additions, to be leased by the Issuer to the Tenant pursuant to and in accordance with the provisions of the Fourteenth Supplemental Lease dated as of December 1, 2008, by and between the Issuer and the Tenant, all upon the terms and conditions set forth in the Lease.

**Section 6.**        Authorization of Bond Purchase Agreement. The 2008 Bonds shall be sold and delivered to The Coleman Company, Inc., upon the terms and subject to the provisions of the Bond Purchase Agreement herein authorized dated as of December 1, 2008 (the “Bond Purchase Agreement”), by and between the Issuer, and The Coleman Company, Inc., as Purchaser.

**Section 7.**        Approval of Guaranty Agreement. The form of Guaranty Agreement, dated as of December 1, 2008, pursuant to which the Tenant guarantees to the Trustee, for the benefit of the Owners of the 2008 Bonds, the full and prompt payment of the principal of, redemption premium, if any, and interest on the 2008 Bonds, is hereby approved.

**Section 8.**        Authorization of Bill of Sale. The City is hereby authorized to deliver a Bill of Sale conveying the 1997 Additions from the City to the Tenant.

**Section 9.**        Execution of 2008 Bonds and Agreements. The Mayor or Vice Mayor of the City of Wichita, Kansas, is hereby authorized and directed to execute the 2008 Bonds and deliver the same to the Trustee for authentication for and on behalf of and as the act and deed of the Issuer in the manner provided in the Indenture. The Mayor or Vice Mayor is hereby further authorized and directed to execute and deliver the Fourteenth Supplemental Indenture, the Fourteenth Supplemental Lease, the Bond Purchase Agreement and the Bill of Sale for and on behalf of and as the act and deed of the Issuer with such minor corrections or amendments thereto as the Mayor or Vice Mayor shall approve, which approval shall be evidenced by his execution thereof, and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the purposes and intent of this Ordinance. The City Clerk or the Deputy City Clerk of the Issuer is hereby authorized and directed to attest the execution of the 2008 Bonds, the Fourteenth Supplemental Indenture, the Fourteenth Supplemental Lease, the Bond Purchase Agreement and the Bill of Sale and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

**Section 10.**       Pledge of the Project. The Issuer hereby pledges its interest in the Project, including the 2008 Additions, to the payment of the 2008 Bonds and all of the Bonds Outstanding under the Indenture in accordance with K.S.A. 12-1744. The lien created by such pledge shall be subject to the Tenant’s rights to purchase and release allocable portions of the Project under the Lease, and shall be discharged when all of the Bonds shall be deemed to have been paid within the meaning of the Indenture.

**Section 11.** Further Authority. The Issuer shall, and the officers, agents and employees of the Issuer are hereby authorized and directed to, take such action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the provisions of this Ordinance and to carry out, comply with and perform the duties of the Issuer with respect to the 2008 Bonds, the Bond Purchase Agreement, the Fourteenth Supplemental Indenture, the Fourteenth Supplemental Lease and the Bill of Sale all as necessary to carry out and give effect to the transaction contemplated hereby and thereby.

**Section 12.** Effective Date. This Ordinance shall take effect and be in full force from and after its passage by the governing body of the Issuer and publication once in the official newspaper of the Issuer.

**PASSED** by the Governing Body of the City of Wichita, Kansas, and approved by the Mayor on November 25, 2008.

**CITY OF WICHITA, KANSAS,**  
as Issuer

By: \_\_\_\_\_  
Carl Brewer  
Mayor

[SEAL]  
ATTEST:

By: \_\_\_\_\_  
Karen Sublett  
City Clerk

Approved as to Form:

By: \_\_\_\_\_  
Gary E. Rebenstorf  
City Attorney



**City of Wichita  
City Council Meeting  
November 18, 2008**

**TO:** Mayor and City Council

**SUBJECT:** Public Hearing and Issuance of Taxable Industrial Revenue Bonds  
(Spirit AeroSystems, Inc.) (District III)

**INITIATED BY:** Law Department

**AGENDA:** New Business

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**Recommendations:** Place on first reading the Bond Ordinance, approving the Bond Documents and issuance of Bonds for the benefit of Spirit AeroSystems, Inc.

**Background:** On May 17, 2005, the City Council approved a five-year letter of intent for issuance of up to \$1 billion in Industrial Revenue Bonds to finance facilities for the benefit of Mid-Western Aircraft Systems, Inc. (now known as Spirit AeroSystems, Inc.), in the vicinity of 3801 S. Oliver. The May 17 action also included support for a ten-year period of property tax abatement and authorization for City staff to apply for sales tax exemption on the acquisition of the financed assets, all subject to the incentive recapture provisions of the City's current public incentives policy. The first \$80 million in bonds authorized under the letter of intent issued in December 2005, and an additional \$252 million series issued in December 2006. Spirit AeroSystems, Inc. now desires the City to proceed with issuance of an additional series of bonds in the aggregate principal amount of \$30 million.

**Analysis:** Bond proceeds will be used to finance the ongoing modernization and expansion of the commercial aircraft manufacturing facilities Spirit AeroSystems, Inc. acquired from The Boeing Company in June of 2005. Purchases include infrastructure modifications for the 787 as well as building renovations for the Cessna Citation Columbus program. Ongoing modernization and expansion of the facilities will enable Spirit AeroSystems, Inc. to continue existing commercial aircraft part production programs and services, to take advantage of new technology and to compete for new aircraft part manufacturing business. Spirit AeroSystems, Inc. is continuing to manufacture major parts systems for a variety of Boeing jetliners, including the Boeing 787. In addition, Spirit AeroSystems, Inc. has expanded its operations and customer base by winning work for other makers of commercial aircraft, as well as corporate and military aircraft. Earlier this year, Spirit AeroSystems, Inc. was selected to build the fuselage for the Citation Columbus and announced that the design and manufacture of the fuselage will occur in Wichita. Spirit AeroSystems, Inc. employs approximately 10,500 people in its Wichita facilities and for the 12-month period ending June 30, 2008, had a Wichita payroll of \$790 million. Production requirements will determine future employment levels and payroll.

Spirit AeroSystems, Inc. intends to purchase the bonds itself, through direct placement, and the bonds will not be reoffered for sale to the public. Kutak Rock LLP of Omaha, Nebraska, engaged by Spirit AeroSystems, Inc., will serve as Bond Counsel in the transaction. Spirit AeroSystems, Inc. has agreed to comply with all conditions of the letter of intent.

**Financial Considerations:** Spirit AeroSystems, Inc. agrees to pay all costs of issuing the bonds and agrees to pay the City's \$2,500 annual IRB administrative fee for the term of the bonds. The bond financed property will be eligible for sales tax exemption and property tax exemption for a term of ten years, subject to fulfillment of the

conditions of the City's public incentives policy.

**Goal Impact:** The economic vitality of the community will be enhanced by the creation and retention of jobs at Spirit AeroSystems, Inc., and the cascade effect on other area businesses

**Legal Considerations:** The City Attorney's Office has reviewed and approved the Ordinance as to form and will review and approve all final documents prior to issuance of the bonds.

**Recommendations/Actions:** It is recommended that City Council close the public hearing and approve first reading of the Bond Ordinance authorizing the execution and delivery of documents for the issuance of Taxable Industrial Revenue Bonds in an amount not-to-exceed \$30 million.

**Attachment:** Ordinance

**ORDINANCE NO. 48-118**

**AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF A LEASE AGREEMENT BETWEEN SPIRIT AEROSYSTEMS, INC. AND THE CITY OF WICHITA, KANSAS; APPROVING AND AUTHORIZING THE EXECUTION OF AN INDENTURE OF TRUST BETWEEN SAID CITY AND THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.; PLEDGING CERTAIN PAYMENTS UNDER SAID LEASE AGREEMENT AND MONEYS AND SECURITIES HELD BY THE TRUSTEE UNDER THE TERMS OF SAID INDENTURE OF TRUST; AUTHORIZING AND DIRECTING THE ISSUANCE OF INDUSTRIAL REVENUE BONDS SERIES X, 2008 (SPIRIT AEROSYSTEMS, INC. PROJECT) OF SAID CITY IN THE PRINCIPAL AMOUNT OF \$30,000,000 FOR THE PURPOSE OF PROVIDING FUNDS FOR THE ACQUISITION, CONSTRUCTION, RECONSTRUCTION AND IMPROVEMENT OF CERTAIN INDUSTRIAL AND MANUFACTURING FACILITIES OF SPIRIT AEROSYSTEMS, INC., A DELAWARE CORPORATION, IN SEDGWICK COUNTY, KANSAS; DESIGNATING THE TRUSTEE AND THE PAYING AGENT FOR SAID BONDS; AUTHORIZING THE SALE OF SAID BONDS AND THE EXECUTION OF A BOND PURCHASE AGREEMENT THEREFOR; APPROVING AND AUTHORIZING THE EXECUTION OF AN ADMINISTRATIVE SERVICE FEE AGREEMENT; AND AUTHORIZING THE EXECUTION AND DELIVERY OF CERTAIN RELATED INSTRUMENTS;**

WHEREAS, the City of Wichita, Kansas (the "City") desires to promote and stimulate general economic welfare and prosperity and provide greater employment opportunities within the City and its environs and thereby to further promote, stimulate and develop the economic welfare and prosperity of the State of Kansas; and

WHEREAS, pursuant to the provisions of K.S.A. 12-1740 et seq., as amended, said City is authorized to issue industrial revenue bonds of said City, and it is hereby found and determined to be advisable and in the interest and for the welfare of the City and its inhabitants that industrial revenue bonds be issued for the purpose of providing funds for the acquisition, construction, reconstruction and improvement of certain industrial and manufacturing facilities of Spirit AeroSystems, Inc., a Delaware corporation (the "Company"), located within the environs of the City in Sedgwick County, Kansas, which facilities include the Project as defined in the Lease Agreement and the Indenture of Trust herein referred to approved and authorized; and

WHEREAS, the Company will acquire a leasehold interest in the Project from the City pursuant to said Lease Agreement; and

WHEREAS, by Letter of Intent dated May 17, 2005, the City has authorized the undertaking of an industrial revenue bond financing for the Project; and

WHEREAS, said Indenture of Trust and this Ordinance provide for the authorization and issuance of a series of such bonds;

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

**Section 1. Enabling Declaration.** The City Council, as governing body of the City of Wichita, Kansas, has determined and hereby declares that the Project, if in being, would promote the welfare of the City.

**Section 2. Approval and Authorization of Lease Agreement.** The Lease Agreement, to be dated as of December 1, 2008, between the City, as lessor, and the Company, as lessee (the "Lease"), be and the same is in all respects hereby approved, authorized and confirmed, and Sue Schlapp (or in her absence, the next person in order of succession pursuant to the Order of Succession Resolution of the City), as Vice Mayor, and the City Clerk or Deputy City Clerk be and they are hereby authorized and directed to execute, attest and deliver the Lease for and on behalf of the City.

**Section 3. Approval and Authorization of Indenture of Trust, Designation of Trustee and Paying Agent.** The Indenture of Trust, to be dated as of December 1, 2008 (the “Indenture”), between the City and The Bank of New York Mellon Trust Company, N.A., as trustee (the “Trustee”), be and the same is in all respects hereby approved, authorized and confirmed, and said Trustee is hereby designated to act as such thereunder, and the Trustee is hereby designated to act as Paying Agent for the \$30,000,000 principal amount of City of Wichita, Kansas Industrial Revenue Bonds Series X, 2008 (Spirit AeroSystems, Inc. Project), authorized by this Ordinance and the Indenture and Sue Schlapp (or in her absence, the next person in order of succession pursuant to the Order of Succession Resolution of the City), as Vice Mayor, and the City Clerk or Deputy City Clerk be and they are hereby authorized and directed to execute, attest and deliver the Indenture for and on behalf of said City. As provided in the Indenture, the City assigns and pledges to the Trustee certain payments under the Lease and moneys and securities held by the Trustee under the terms of the Indenture as security for such Bonds.

**Section 4. Approval, Authorization and Issuance of Bonds.** There is hereby created and established an issue of bonds of the City to be known and designated as “City of Wichita, Kansas Industrial Revenue Bonds Series X, 2008 (Spirit AeroSystems, Inc. Project)” (the “Bonds”), which shall consist of \$30,000,000 principal amount of Bonds, to be dated as of their date of first authentication and delivery, to mature on January 1, 2019, to bear interest at the rate of 8.50% per annum, payable semiannually on January 1 and July 1 in each year, commencing July 1, 2009, and to be subject to redemption at the principal amount thereof plus accrued interest thereon to the redemption date as further provided in the Indenture and shall be in form and content and include such other details as specified herein and in the Indenture. The issuance of the Bonds is in all respects hereby approved, authorized and confirmed, and Sue Schlapp (or in her absence, the next person in order of succession pursuant to the Order of Succession Resolution of the City), as Vice Mayor, and the City Clerk or Deputy City Clerk are authorized and directed to execute and seal the Bonds pursuant to the Indenture, and the Trustee is hereby authorized and directed to authenticate the Bonds, to deliver the same to the purchaser designated in the Bond Purchase Agreement hereinafter referred to for and on behalf of the City upon receipt of the purchase price therefor and to deposit the proceeds thereof with itself as trustee, in the manner provided for by this Ordinance and the Indenture. The Bonds, together with the interest thereon, are not general obligations of the City, but are special obligations payable (except to the extent paid out of moneys attributable to the proceeds derived from the sale of the Bonds or to the income from the temporary investment thereof) solely from the lease payments under the Lease, and the Bond Fund and other moneys held by the Trustee, as provided in the Indenture. Neither the credit nor the taxing power of the State of Kansas or of any political subdivision of such State is pledged to the payment of the principal of the Bonds and premium, if any, and interest thereon or other costs incident thereto.

**Section 5. Authorization of the Sale of the Bonds.** The sale of the Bonds pursuant to the terms of the Bond Purchase Agreement, at a purchase price of 100% of the principal amount thereof plus accrued interest from the date of authentication to the date of delivery of and payment for the Bonds, is hereby approved, authorized and confirmed. Sue Schlapp (or in her absence, the next person in order of succession pursuant to the Order of Succession Resolution of the City), as Vice Mayor, is hereby authorized and directed to execute the Bond Purchase Agreement, dated as of December 1, 2008, covering the sale of the Bonds.

**Section 6. Approval and Authorization of Administrative Service Fee Agreement.** The Administrative Service Fee Agreement, to be dated as of December 1, 2008, between the City and the Company, (the “Fee Agreement”), be and the same is in all respects hereby approved, authorized and confirmed, and Sue Schlapp (or in her absence, the next person in order of succession pursuant to the Order of Succession Resolution of the City), as Vice Mayor, and the City Clerk or Deputy City Clerk be and they are hereby authorized and directed to execute and deliver the Fee Agreement, for and on behalf of the City.

**Section 7. Authority To Correct Errors, Etc.** Sue Schlapp (or in her absence, the next person in order of succession pursuant to the Order of Succession Resolution of the City), as Vice Mayor, the City Clerk and Deputy City Clerk are hereby authorized and directed to make any alterations, changes or additions in the instruments herein approved, authorized and confirmed necessary to correct errors or omissions therein or to conform the same to the other provisions of said instruments or to the provisions of this Ordinance.

**Section 8. Severability.** If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance. It shall not be necessary for the Lease, the Indenture, the Fee Agreement or the Bond Purchase Agreement to be published in the official City paper, but all such documents shall be on file in the office of the City Clerk and shall be available for inspection by any interested party.

**Section 9. Further Authority.** Sue Schlapp (or in her absence, the next person in order of succession pursuant to the Order of Succession Resolution of the City), as Vice Mayor, the City Clerk, Deputy City Clerk, City Treasurer, City Attorney and other City officials are hereby authorized to execute and deliver for and on behalf of the City any and all additional certificates, documents or other papers and to perform all other acts as they may deem necessary or appropriate in order to implement and carry out the matters herein authorized.

**Section 10. Effective Date.** This Ordinance shall take effect and be in force from and after its passage and publication in the official City paper.

PASSED by the City Council this 2nd day of December, 2008.

Signed by the \_\_\_\_\_.

\_\_\_\_\_  
Sue Schlapp  
Vice Mayor

Attest:

\_\_\_\_\_  
City Clerk

[SEAL]

Approved as to Form:

\_\_\_\_\_  
Gary E. Rebenstorf  
City Attorney

**City of Wichita  
City Council Meeting  
November 18, 2008**

**TO:** Mayor and City Council

**SUBJECT:** Extension of EDX Tax Exemption (Roaster Joe's, Inc.) (District IV)

**INITIATED BY:** Office of Urban Development

**AGENDA:** New Business

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**Recommendation:** Approve the extension.

**Background:** On February 15, 2005, City Council approved a property tax exemption for Wichita Coffee Roasterie, Inc., now known as Roaster Joe's, Inc., located at 4430 W. 29<sup>th</sup> Circle South. The company utilized the Economic Development Tax Exemption (EDX) program to assist with the 2003 construction of building improvements and acquisition of new equipment in connection with their start-up business. Council approved an EDX tax exemption of 87% on real and personal property for a five-year term and a 43.5% exemption on real property only for a second five-year term, subject to Council review. The company is requesting Council approval of the second five-year exemption at this time.

**Analysis:** Roaster Joe's imports raw coffee beans to provide unique blends of coffee. The full roasting and packaging process is completed at the Wichita facility. Roaster Joe's provides a custom packaged product that allows Managed Service distributors to "corporate label" their coffee. In addition to coffee roasting, the company started a bottled water operation, which includes production of 3 and 5-gallon bottle water. The company exports 75% of all production of out Kansas.

As a start-up business, Roaster Joe's started with no employees, and projected to add 18 new jobs over five years. The average annual wage is \$39,000. The company committed to construction of a \$500,000 building addition and investment in machinery and equipment of approximately \$500,000.

Roaster Joe's initial five-year project commitments and outcomes:

**2003 Commitment**

Construct new building addition and purchase equipment for a capital investment of \$1.1 million

**October 1, 2008 Status**

Invested over \$1 million in facilities and equipment

Create 18 new jobs in five years

Created 19 new jobs

Staff conducted a site-monitoring visit on September 18, 2008. Roaster Joe's has added 19 additional staff as a result of the expansion. The company has experienced significant growth over the past five years and has established a profit margin that has allowed continued to expansion. The company also works on product development to meet future needs of customers.

**Financial Considerations:** In 2008, Roaster Joe's paid approximately \$3,610 in real and personal property taxes. The appraised value of the exempted real property is currently \$451,510. Roaster Joe's qualifies for a 43.5% percent ad valorem tax exemption for an additional five-years on real property only. Personal property purchased in conjunction with the 2003 expansion project will be placed on the tax roll for 2008.

New benefit-to-cost ratios are as follow:

City of Wichita	2.72 to one
Sedgwick County	2.56 to one
USD 259	NA
State of Kansas	NA

**Goal Impact:** Economic Vitality and Affordable Living. Granting an ad valorem property tax exemption will encourage the business to create new job opportunities and stimulate economic growth for the City of Wichita and Sedgwick County.

**Legal Considerations:** The second five-year tax exemption on real property in conjunction with the original expansion project is at the discretion of the Council.

**Recommendations/Actions:** It is recommended that City Council approve a second five-year ad valorem tax exemption at 43.5 percent on real property for Roaster Joe's.

**Attachments:** None

City of Wichita  
City Council Meeting  
November 18, 2008

**TO:** Mayor and City Council

**SUBJECT:** City-County Agreement with the Greater Wichita Economic Development Coalition for Economic Development Services

**INITIATED BY:** Office of Urban Development

**AGENDA:** New Business

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**Recommendation:** Approve the agreement.

**Background:** On August 19, 2003, City Council approved a five-year contract with Sedgwick County and the Greater Wichita Economic Development Coalition (“GWEDC”) to provide economic development services. The GWEDC is a public-private partnership established to focus on business recruitment, business retention and expansion and workforce development in Wichita and Sedgwick County. It was established by the City, the County and the Wichita Metro Chamber of Commerce (the “Chamber”). The contract expires on December 31, 2008. The contract for a second five-year term to expire on December 31, 2013 is presented herewith for approval.

**Analysis:** Since 2004, GWEDC has served as the primary contact for business recruitment, retention and expansion in Wichita and Sedgwick County. Goals for the first five years included creation of at least 8,000 jobs, capital investment of \$100 million and a positive return on investment for the use of public dollars. To date, over 10,000 jobs have been created due to the direct involvement of GWEDC and the facilitation of incentives and other assistance from City, County and State partners. Actual capital investment is projected at \$615 million. CEDBR computed net present value of 10-year public benefits versus public costs, including local incentives cost and investment in GWEDC:

- Public benefits: \$87.3 million
- Public costs: \$36.5 million
- Net public benefits: \$50.8 million

For every dollar of local public money used to fund GWEDC, including local incentives for GWEDC projects, GWEDC returned \$2.39 in public benefits. The return on public investment (ROI) is 239.3%. Wichita State University’s Center for Economic Development and Business Research (CEDBR) will continue to provide return on investment analyses related to the performance of GWEDC.

GWEDC is governed by a 13-member Steering Council composed of public and private members, including two elected officials designated by the City Council, two by the Sedgwick County Commission and one by the Regional Economic Area Partnership (REAP). Private sector members are elected by the Board of Investors, which is comprised of private entities who make significant financial contributions to GWEDC. The Steering Council provides policy direction for GWEDC and approves the annual work plan and operating budget.

Under the terms of the agreement, City and County funds may be used solely for program and operating costs such as (but not limited to) marketing, advertising, travel, consultants and costs associated with recruiting new businesses and assisting with the expansion and retention of existing businesses. GWEDC contracts with the Chamber for staffing and operational support.



**Financial Considerations:** The City's payments to GWEDC will be made from funds budgeted for this purpose in the Economic Development Fund. Under the terms of the agreement, the City and County will provide annual funding to GWEDC for program costs as follows, subject to annual appropriations:

2009	\$300,000 each
2010	\$325,000 each
2011	\$350,000 each
2012	\$375,000 each
2013	\$400,000 each

City and County funds may not be used for GWEDC personnel costs. A portion of the City/County funding will be used to reimburse the Chamber for use of its space and operational support. GWEDC and the Chamber conduct fund raising from the private sector that will, at a minimum, match the funding provided by the City and County.

**Goal Impact:** Economic Vitality and Affordable Living. Contracting with GWEDC for professional economic development services promotes growth of the economy and job creation in the community.

**Legal Considerations:** The City Attorney's Office has approved the Agreement as to form.

**Recommendations/Actions:** It is recommended that the City Council approve the agreement for economic development services with the Greater Wichita Economic Development Coalition and authorize the necessary signatures.

**Attachments:** GWEDC Economic Development Services Agreement

City of Wichita/Sedgwick County  
Agreement With  
Greater Wichita Economic Development Coalition

This agreement is entered into this \_\_\_\_\_ day of November, 2008, by and between the Board of Sedgwick County Commissioners of Sedgwick County, Kansas, (hereinafter referred to as "County") and the City of Wichita, Kansas (hereinafter referred to as "City") (jointly hereinafter referred to as "City and County") and the Greater Wichita Economic Development Coalition (hereinafter referred to as "GWEDC").

WITNESSETH:

WHEREAS, City and County desire to support GWEDC through participation; and

WHEREAS, the parties desire to document the terms of their participation in GWEDC; and

WHEREAS, GWEDC desires to continue to provide economic development services to the City and County, the south central Kansas region and the State of Kansas;

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises contained herein, the parties hereto do agree as follows:

1. Purpose: The purpose of this agreement is to promote, stimulate, and develop the general economic welfare and prosperity in Sedgwick County through the commitment of the City's and the County's participation in GWEDC.
2. Term: The term of this agreement shall be for a five-year period, effective January 1, 2009, through December 31, 2013.
3. Conditions: This agreement is subject to GWEDC remaining a separate corporate entity.
4. Membership: Pursuant to the GWEDC structure approved by the City and County, each year during the five-year term of this Agreement, the City and County will each appoint two representatives to serve on the 13-member GWEDC Steering Council during such year, or otherwise at the pleasure of the appointing governing body.

The 13-member GWEDC Steering Council will be a public/private partnership composed of the following members:

- Two (2) members designated by the City,
- Two (2) members designated by the County,
- One (1) member designated by the Regional Economic Area Partnership ("REAP"),
- Two (2) members designated by the Wichita Metro Chamber of Commerce ("WMCC") Board, and

- Four (4) members elected from the Board of Investors.
- Two (2) members appointed by the Steering Council

The Steering Council membership and officers will be specified in the GWEDC Articles of Incorporation and By-Laws. Any future adjustments to this structure must be approved by both the City and the County.

5. Financial Contributions: Subject to annual appropriation of funds, the City and County in compliance with the approved organizational and funding plan, agree to provide quarterly payments to the GWEDC to defray economic development costs identified in the annual budget approved by the GWEDC Steering Council. The City and County's respective annual payments to GWEDC under this agreement shall be as follows:

- |         |                |
|---------|----------------|
| a. 2009 | \$300,000 each |
| b. 2010 | \$325,000 each |
| c. 2011 | \$350,000 each |
| d. 2012 | \$375,000 each |
| e. 2013 | \$400,000 each |

City and County funds shall not be used for GWEDC personnel expenses.

6. Operations: It is expected that the GWEDC will contract with the WMCC to provide staffing and operational support for the GWEDC for a period coterminous with this Agreement, subject to annual evaluations. The GWEDC Steering Council will provide policy direction and program guidance for the economic development operation and will adopt an annual work plan and operating budget, including a detailed line-item budget that will control the expenditure of funds by the WMCC pursuant to the contract and the GWEDC Mission and adopted workplan.
7. Contracts: Contracts between the GWEDC and the WMCC for economic development services will include specific and measurable performance outcomes. The parties will require GWEDC to engage the services of an independent economic research firm, such as the Center for Economic Development and Business Research at Wichita State University, to conduct periodic performance reviews and evaluations of the activities and results of economic development efforts. The GWEDC Steering Council will establish an evaluation committee to oversee the ongoing independent evaluation, consisting of the Steering Council president (or chair) and one representative each of the City and County.
8. Funding: It is expected that the amount of private funds raised each year for the GWEDC will at minimum match the payments provided by the City and the County. All fund expenditures will be in accordance with the budget approved by the Steering Council.
9. Reports: The GWEDC will provide quarterly reports as required by the City and the County, and will provide an Annual Report to the public.

10. Cash Basis and Budget Laws: The right of the City and the County to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and other laws of the State of Kansas. This Agreement shall be construed and interpreted so as to ensure that the City and the County shall at all times stay in conformity with such laws, and as a condition of this Agreement the City and the County reserve the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of either the City or the County's legal counsel, the Agreement may be deemed to violate the terms of such laws.

11. Amendment: This Agreement may be amended only by written consent of all parties.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

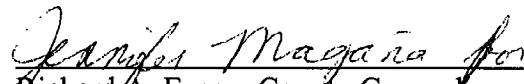
ATTEST:

BOARD OF COUNTY COMMISSIONERS  
OF SEDGWICK COUNTY, KANSAS

\_\_\_\_\_  
Don Brace, County Clerk

\_\_\_\_\_  
Thomas G. Winters, Chairman  
Third District

APPROVED AS TO FORM:

  
Richard A. Euson, County Counselor

ATTEST:

THE CITY OF WICHITA, KANSAS

\_\_\_\_\_  
Karen Sublett, City Clerk

\_\_\_\_\_  
Carl Brewer, Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
Gary E. Rebenstorf, City Attorney

GREATER WICHITA ECONOMIC  
DEVELOPMENT COALITION

\_\_\_\_\_  
Steve Martens, Chairman

City of Wichita  
City Council Meeting  
November 18, 2008

**TO:** Mayor and City Council Members

**SUBJECT:** Petition to pave Agnes, between 36th St. North and 37th St. North (District VI)

**INITIATED BY:** Department of Public Works

**AGENDA:** New Business

-----  
**Recommendation:** Approve the new Petition.

**Background:** On October 16, 2007, the City Council approved a Petition to pave Agnes between 36th St. North and 37th St. North. An attempt to award a contract within the budget contained in the Petition was not successful. A new Petition with an increased budget has been submitted. The signatures on the new Petition represent 4 of 7 (57%) resident owners and 66% of the improvement district area.

**Analysis:** The project will provide paved access to a developed residential area.

**Financial Considerations:** The existing petition totals \$95,000. The new Petition totals \$120,000. The funding source is special assessments. The estimated assessment rate to individual properties has increased from \$137 to \$176 per front foot.

**Goal Impact:** This project addresses the Efficient Infrastructure goal by providing street paving in an existing residential area.

**Legal Considerations:** State Statutes provide that a Petition is valid if signed by a majority of resident property owners or owners of the majority of the property in the improvement district.

**Recommendations/Actions:** It is recommended that the City Council approve the new Petition, adopt the Resolution and authorize the necessary signatures.

**Attachments:** Map, CIP Sheet, Assessment Roll, Petition and Resolution.

First Published in the Wichita Eagle on November 21, 2008

RESOLUTION NO. 08-522

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTING PAVEMENT ON AGNES FROM THE SOUTH LINE OF 37TH ST. NORTH TO THE NORTH LINE OF 36TH ST. NORTH (EAST OF ARKANSAS, SOUTH OF 37TH ST. NORTH) 472-84610 IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF AUTHORIZING CONSTRUCTING PAVEMENT ON AGNES FROM THE SOUTH LINE OF 37TH ST. NORTH TO THE NORTH LINE OF 36TH ST. NORTH (EAST OF ARKANSAS, SOUTH OF 37TH ST. NORTH) 472-84610 IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That Resolution No. 07-567 adopted on October 16, 2007 is hereby rescinded.

SECTION 2. That it is necessary and in the public interest to authorize constructing pavement on Agnes from the south line of 37th St. North to the north line of 36th St. North (east of Arkansas, south of 37th St. North) 472-84610.

Said pavement shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 3. That the cost of said improvements provided for in Section 2 hereof is estimated to One Hundred Twenty Thousand Dollars (\$120,000) exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after October 1, 2008 exclusive of the costs of temporary financing.

SECTION 4. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

AGNES ADDITION  
Lots 1 through 6 Inclusive

SECTION 5. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a front foot basis.

Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis. Except when driveways are requested to serve a particular tract, lot or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements.

SECTION 6. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 7. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 8. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 9. Be it further resolved that the above-described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 10. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 18<sup>th</sup> day of November, 2008.

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CARL BREWER, MAYOR

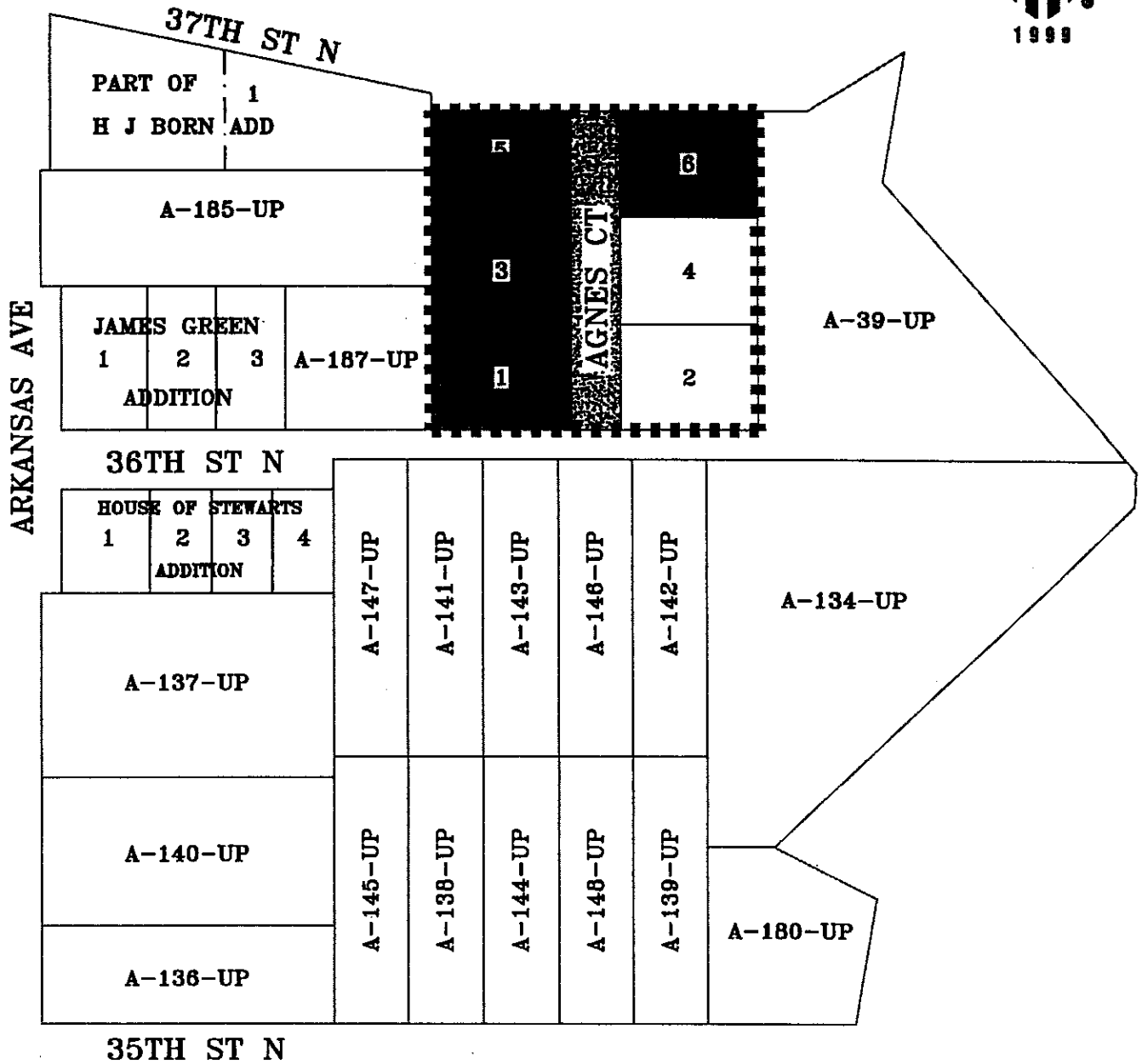
ATTEST:

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KAREN SUBLETT, CITY CLERK

(SEAL)

# PROPOSED PAVING OF AGNES

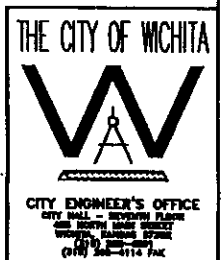
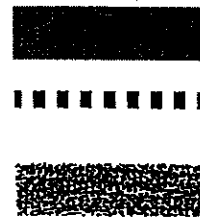


RESIDENT OWNERS SIGNED (57%)

AREA SIGNED (66%)

IMPROVEMENT DISTRICT BOUNDARY

PROPOSED PAVEMENT





CAPITAL IMPROVEMENT

PROJECT AUTHORIZATION

CITY OF WICHITA

USE:

To Initiate Project

To Revise Project

1. Prepare in triplicate

2. Send original & 2 copies to budget.

3. City Manager to sign all copies.

4. File original w/ initiating resolution in City Clerk.

5. Return 2nd copy to initiating department.

6. Send 3rd copy to Controller.

1. Initiating Department Public Works	2. Initiating Division Eng	3. Date 10/29/2008	4. Project Description & Location Pave Agnes from 36th St North - 37th St North
5. CIP Project Number NI-200424	6. Accounting Number	7. CIP Project Date (Year) 2008	8. Approved by WCC Date
9. Estimated Start Date	10. Estimated Completion Date	11. Project Revised	
As Required	As Required		
12. Project Cost Estimate			
ITEM	GO	SA	OTHER * TOTAL
Right of Way			
Paving		\$120,000	\$120,000
Bridge & Culverts			
Drainage			
Sanitary Sewer			
Sidewalk			
Water			
Street Lights			
Totals		\$120,000	\$120,000
Total CIP Amount Budgeted			
Total Prelim. Estimate			
13. Recommendation: Approve the Petition and Adopt the resolution			
Division Head 	Department Head 	Budget Officer 	City Manager 
		Date 10/31/2008	Date 10/31/2008

Platting Required

Lot Split

Petition

Ordered by WCC

Yes

X

No

Remarks:  
66% Petition  
472-84610

Estimated assessments for paving Agnes from 36th St N to 37th St N.									
Key No.	Property Owner	Property Address	Legal Description	Area (sq. ft.)	Front Footage	Estimated Assessment*	Driveway Assessment	10/27/08 Annual Payment**	Resident Owners
AGNES ADD									
A 13473	BORN FAMILY TRUST ATTN: JOHN H & MARY J BORN 13020 KILLENWOOD WICHITA KS 67230	522 W 36TH ST N	LOT 1	14878.2	108	\$19,000		\$1,525	1
A 13474	BORN FAMILY TRUST ATTN: JOHN H & MARY J BORN 13020 KILLENWOOD WICHITA KS 67230	3725 N AGNES CT	LOT 3 EXC N 8 FT THEREOF	13471	100	\$17,593	\$1,200	\$1,508	repeat
A 13475	BORN FAMILY TRUST ATTN: JOHN H & MARY J BORN 13020 KILLENWOOD WICHITA KS 67230	3735 N AGNES	LOT 5 EXC N 58 FT THEREOF & N 8 FT LOT 3	8137.17	58	\$10,206	\$1,200	\$915	repeat
A 13477	SANDERS, GREG R & MARGARET A	502 W 36TH ST N	LOT 2	15111	108	\$19,000		\$1,525	2
A 13478	GEORGE, RICHARD I 6110 E 11TH ST N WICHITA KS 67208	3726 N AGNES	LOT 4	14981.6	108	\$19,000	\$1,200	\$1,621	1
A 13479	JOHNSON, ROBERT F & SUSAN K	3736 N AGNES CT	LOT 6	15004	108	\$19,000	\$1,200	\$1,621	2
A 134750001	SIMPSON, GERALD D 2343 TEE TIME CT WICHITA KS 67205	3741 N AGNES	N 58 FT LOT 5	8043.51	58	\$10,201	\$1,200	\$915	1
			Total:	89,627	648	\$114,000	\$6,000		7
Abbreviations:									
etal. = and others									
etux. = and wife									
etvir. = and husband									
nr = non resident									
						Area Signed	66.42%		
						Resident Owners Signed	57.14%		
* Estimated assessment for street construction based on \$176 per front foot excluding drive approach (if applicable), inflation, and/or temporary financing.									
** Estimated Annual escrow payment based on 5% bond sale rate, and spread over 20 years									
BREAKDOWN OF PROJECT COSTS									
Amount assessed to the improvement district				\$114,000					
Add: City Share for Intersections (0%)				\$0					
Add: Estimated driveway costs***				\$6,000					
Total Estimated project cost				\$120,000					
*** Driveway approach costs are assessed to individual properties based on the actual size of drive approach requested. Each property must have a driveway constructed with the project, unless it is a corner lot with access to another street. The approach must be at least 12' wide and will extend from the street to the property line. Total estimated cost for driveway construction is based on 20' average width, at a cost of \$1,200 per driveway. The annual payment above includes the street construction and driveway cost for each lot.									

RECEIVED

OCT 17 '08

CITY CLERK OFFICE

PAVING PETITION

To the Mayor and City Council  
Wichita, Kansas

Dear Council Members:

1. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

472-84610

Agnes Addition  
Lots 1-6 Inclusive

do hereby petition pursuant to the provisions of K.S.A. 12-6a01 et seq., as amended:

- (a) That there be constructed pavement on **Agnes** from the south line of **37<sup>th</sup> St N** to the north line of **36<sup>th</sup> St N**. That said pavement between aforesaid limits be constructed with plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas. Drainage to be installed where necessary.
- (b) That the estimated and probable cost of the foregoing improvement being **One Hundred Twenty Thousand Dollars (\$120,000)** exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro rata of 1 percent per month from and after **October 1, 2008**.
- (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.
- (d) That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a **Front Foot** basis:

Where the ownership of a single lot or tract is or may be divided into two or more parcels, the assessment to the lot or tract so divided shall be assessed to each ownership or parcel on a square foot basis.

Except when driveways are requested to serve a particular tract, lot, or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements.

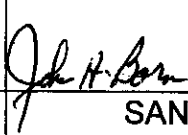

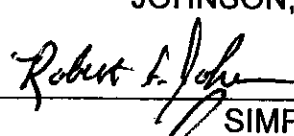
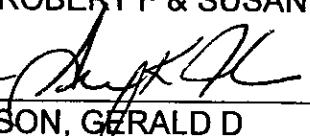


2. It is requested that the improvements hereby petitioned be made without notice and hearing, which but for this request, would be required by K.S.A. 12-6a04. This petition may be

combined with other petitions of similar nature to form one public improvement project.

3. That names may not be withdrawn from this petition by the signers thereof after the Governing body commences consideration of the petition or later than seven (7) days after filing, whichever comes first.

4. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
<b>Agnes Addition</b>		
LOT 1, 3 & LOT 5 EXC N 58 FT THEREOF	BORN FAMILY TRUST ATTN: JOHN H & MARY J BORN  	
LOT 2	SANDERS, GREG R & MARGARET A	
LOT 4	GEORGE, RICHARD I	
LOT 6	JOHNSON, ROBERT F & SUSAN K  	
N 58 FT LOT 5	SIMPSON, GERALD D  	

AFFIDAVIT

The undersigned, being first duly sworn on his oath, states: That he circulated the attached petition and that the signatures thereon are the genuine signatures of the persons they purport to be to the best of his knowledge and belief, being signed either in the presence of the undersigned or in the presence of one of the resident owners whose signature appears on the petition.

Shawn Mellis  
Name

455 N Main  
Address

463 2  
Telephone Number

Sworn to and subscribed before me this 17<sup>th</sup> day of October, 2008.



Deborah B. Indlock  
Deputy City Clerk

**City of Wichita  
City Council Meeting  
November 18, 2008**

**TO:** Mayor and City Council Members

**SUBJECT:** Bike Path along I-135, Gypsum Creek, and George Washington Boulevard  
(District III)

**INITIATED BY:** Department of Public Works

**AGENDA:** New Business

-----

**Recommendation:** Award construction contract.

**Background:** On October 31, 2008, bids were opened to construct a bike path west of the I-135 Freeway and south of Pawnee, then along Gypsum Creek and George Washington Boulevard. As much as 80% of the project is funded by Federal Grants that include a requirement for all bidders to utilize qualified Disadvantaged Business Enterprise (DBE) contractor(s) to construct a predetermined portion of the value of the contract. That value was set at \$50,000 for this project by the Kansas Department of Transportation (KDOT). The apparent low bidder on the project has advised that they were not successful in their attempt to meet the DBE goal established for the project. The next low bidder does include sufficient proposed DBE participation.

**Analysis:** Bryant & Bryant, the apparent low bidder, stated that 17 qualified DBE contractors were contacted and solicited to propose on bidding a portion of the contract. Bryant & Bryant's bid included one DBE contractor for the project in the amount of \$32,700. The next low bidder submitted documentation at the time of bidding that their DBE work would meet the goal of \$50,000.

**Financial Considerations:** Bryant & Bryant Construction, Inc. submitted a bid of \$858,451. The next low bidder, Cornejo & Sons, Inc. submitted a bid of \$925,581.

**Goal Impact:** This project addresses the Efficient Infrastructure goal by constructing a bike path in south Wichita.

**Legal Considerations:** The City Council has the authority to determine and award the contract to the lowest responsive bidder, subject to KDOT approval.

**Recommendation/Action:** In order to comply with the DBE goal, staff recommends that the City Council reject the bid of apparent the low bidder and award the contract to the next low bidder.

**Attachment:** Bid Tabulation.

PAVING BID TABULATION SUMMARY

BOARD OF BIDS - October 31, 2008

RQ#801412

FB#800332		Engineer's Construction Estimate	APAC - Kansas Inc	Cornejo & Sons Construction	Kansas Paving Company
Bike Path along I-135, Gypsum Creek and George Washington		\$1,172,058.99		\$925,580.56	\$1,180,473.50
(south of Pawnee, east of Southeast Blvd)	BID BOND			X	X
472-84194	ADDENDA	1		X	X
(706921)					
		Engineer's Construction Estimate	Lafarge North America	Central Paving	Pavers, Inc.
Bike Path along I-135, Gypsum Creek and George Washington		\$1,172,058.99	\$1,559,492.75		\$981,461.10
(south of Pawnee, east of Southeast Blvd)	BID BOND		X		X
472-84194	ADDENDA	1	X		X
(706921)					
		Engineer's Construction Estimate	Bryant & Bryant Construction		
Bike Path along I-135, Gypsum Creek and George Washington		\$1,172,058.99	\$858,451.00		
(south of Pawnee, east of Southeast Blvd)	BID BOND		X		
472-84194	ADDENDA	1	X		
(706921)			NON-RESPONSIVE BID		
		Engineer's Construction Estimate			
Bike Path along I-135, Gypsum Creek and George Washington		\$1,172,058.99			
(south of Pawnee, east of Southeast Blvd)	BID BOND				
472-84194	ADDENDA	1			
(706921)					
DEFER TO CITY COUNCIL UNTIL 11- 18-08					

CHECKED BY: \_\_\_\_\_

REVIEWED BY: \_\_\_\_\_

City of Wichita  
City Council Meeting  
November 18, 2008

**TO:** Mayor and City Council

**SUBJECT:** Year-end Salary and Classification Ordinances

**INITIATED BY:** Human Resources

**AGENDA:** New Business

---

**Recommendation:** Approve the amended ordinances and place them on first reading.

**Background:** Classification Ordinances establish employee job classifications and corresponding pay ranges. Salary ordinances establish pay rates. Amendments to these ordinances are typically brought to the City Council at year-end to prepare for the following year's pay plans.

**Analysis:** The changes proposed to the four ordinances would be effective December 13, 2008.

Exempt Employee Classification Ordinance:

- Change Museum Specialist from range B31 to range C41 to be consistent with comparable jobs.

Exempt Employee Salary Ordinance:

- Section 1 – The table shows the proposed 2009 ranges, with a 4% increase in 2009. Range B31 is deleted.
- Section 2, a.(1) and (2) – Three police and fire exempt classifications receive uniform allowances. The amount allowed for 2008 is deleted, leaving the amount already planned for 2009.

Non-exempt Employee Classification Ordinance:

- Section 1 – Three out-of-date classifications are deleted: Energy Systems Specialist, Structural Maintenance Supervisor and Tree Maintenance Equipment Supervisor.
- Mechanical Inspector I is corrected to Mechanical Inspector.

Non-exempt Employee Salary Ordinance:

- Section 4 – The 2008 table for non-exempt employees is deleted. The 2009 table shows the 4% wage rate increase agreed to with the SEIU and also granted to non-union employees in the same classifications.
- Section 4 – The 2008 table for non-exempt professional employees is deleted. The 2009 table shows a 4% GPA for these employees to be consistent with represented employees.
- Section 6 – The 2008 table for Teamster-represented Airport Safety employees is deleted. The 2009 table shows the 4% wage rate increase agreed to in the current bargaining agreement.
- Section 7 – The 2008 table for FOP-represented employees is deleted. The 2009 table shows the 4% wage rate increase agreed to in the current bargaining agreement.
- Section 8 – The 2008 table for IAFF-represented employees is deleted. The 2009 table shows the 4% wage rate increase agreed to in the current bargaining agreement.
- Section 9, a. (2), (4) and (6) – The uniform allowance for designated Airport Safety, Police and Fire personnel for 2008 is deleted, leaving those for 2009 as agreed to in those bargaining agreements.



General Pay Adjustments:

A 4% GPA is also proposed for exempt employees to be consistent with raises negotiated for bargaining units. It is further proposed that this apply to Police Lieutenants, non-exempt employees who are not FOP-represented.

**Financial Considerations:** The 2009 Adopted Budget includes the General Pay Adjustments that are incorporated into the proposed Salary Ordinances. The change in classification for Museum Specialist would have minimal impact, estimated at \$3768.

**Goal Impact:** As a human resources and financial issue, goal impact falls under Internal Perspective.

**Legal Considerations:** The Department of Law has reviewed the ordinance and approved as to form.

**Recommendations/Actions:** It is recommended that the City Council adopt the ordinance and place it on first reading.

**ORDINANCE NO. 48-119**

**AN ORDINANCE ESTABLISHING POSITION CLASSIFICATIONS FOR NON-EXEMPT EMPLOYEES OF THE CITY OF WICHITA AND PRESCRIBING PAY RATES BY REFERENCE TO POSITION CLASSIFICATIONS IN THE SCHEDULE OF PAY RANGES REPEALING ORDINANCE NO. 47-759**

**BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA:**

**SECTION 1. The rates of pay for all positions allocated to the titles below are prescribed according to the following schedule.**

<b><u>Class Title</u></b>	<b><u>Pay Range Number</u></b>
Account Clerk I	617
Account Clerk II	619
Account Clerk III	621
Administrative Aide I	620
Administrative Aide II	623
Administrative Aide III	926
Administrative Assistant	928
Administrative Secretary	621
Airport Building Maintenance Mechanic	623
Airport Building Maintenance Supervisor	626
Airport Custodial Supervisor	622
Airport Equipment Maintenance Supervisor	627
Airport Field Maintenance Supervisor	625
Airport Police and Fire Officer I	691
Airport Police and Fire Officer II	692
Airport Public Safety Supervisor	893 or 827
Airport Services Officer	621
Animal Control Officer I	619
Animal Control Officer II	621
Animal Display Attendant	619
Animal Shelter Supervisor	623
Assistant Airport Public Safety Supervisor	892 or 824
Assistant Golf Course Maintenance Supervisor	621
Associate Accountant	623
Body Shop Mechanic I	622
Body Shop Mechanic II	623
Building Attendant	609
Building Permit Examiner	625
Bus Mechanic A	320
Bus Mechanic B	317
Bus Mechanic's Helper	315
Bus Operator	316
Bus Utility Worker	312
City Manager's Secretary	622
Clerical Aide	609
Clerical Aide	609
Clerical Aide	609
Clerk II	615
Clerk III	617
Combination Inspector	627
Combination Neighborhood Inspector	627
Community Health Aide	619
Community Health Nurse I	927
Community Health Nurse II	929

<b><u>Class Title</u></b>	<b><u>Pay Range Number</u></b>
Community Service Aide	602
Community Service Records Clerk	414
Community Service Worker	410
Construction Inspector I	623
Construction Inspector II	625
Construction Inspector III	627
Cooperative Education Student	420
Counselor	927
Crime Scene Investigator	714
Crime Scene Supervisor	626
Custodial Guard	615
Custodial Supervisor	621
Custodial Worker I	615
Custodial Worker II	617
Customer Service Clerk I	617
Customer Service Clerk II	619
Deputy City Clerk	927
Docket Clerk	618
Electrical and Elevator Inspector II	625
Electrical and Elevator Inspector III	627
Electrical Inspector I	623
Electrical Technician	627
Electrician I	621
Electrician II	623
Electronics Technician I	623
Electronics Technician II	625
Electronics Technician III	627
Elevator Inspector I	623
Energy Systems Specialist	623
Engineering Aide I	618
Engineering Aide II	620
Engineering Aide III	623
Engineering Technician I	624
Engineering Technician II	626
Equipment Operator I	617
Equipment Operator II	619
Equipment Operator III	620
Event Worker I	615
Event Worker II	617
Field Supervisor	625
Fire Captain	893 or 827
Fire Fighter	891
Fire Investigator I	824
Fire Investigator II	827
Fire Lieutenant	892
Fire Medical Training Officer	827
Fire Operations Training Instructor	893 or 827
Fire Prevention Inspector I	824
Fire Prevention Inspector II	827
Fire Prevention Training Instructor I	824
Fire Prevention Training Instructor II	827
Fire Protection Systems Specialist	827
Fire Recruit	821
Forensic Examiner	929

<b><u>Class Title</u></b>	<b><u>Pay Range Number</u></b>
Gardener I	617
Gardener II	618
Gardening Supervisor I	619
Gardening Supervisor II	621
General Supervisor I	623
General Supervisor II	624
Greenskeeper	617
Grounds Maintenance Supervisor	621
Guard	617
Heating and Air Conditioning Mechanic	623
Helicopter Mechanic	627
Information Systems Coordinator	926
Inspector	622
Irrigation System Supervisor	623
Labor Supervisor I	621
Labor Supervisor II	622
Laboratory Technician	620
Laborer	616
Legal Assistant	623
Legal Secretary	620
Library Aide	606
Library Assistant I	615
Library Assistant II	617
Library Assistant III	619
Library Assistant IV	621
Library Assistant V	622
Machinist Mechanic	622
Maintenance Mechanic	621
Maintenance Mechanic Supervisor	622
Maintenance Specialist	619
Maintenance Technician	626
Maintenance Worker	617
Mechanic I	618
Mechanic II	622
Mechanic III	623
Mechanic Supervisor	624
Mechanical Equipment Operator	415
Mechanical Inspector I—	623
Neighborhood Inspector I	623
Neighborhood Inspector II	625
Neighborhood Inspector III	626
Operations Supervisor I	623
Operations Supervisor II	624
Outreach Worker	613
Parts Clerk	622
Photographer	619
Photo Technician	617
Planning Aide	623
Planning Analyst	927

<u>Class Title</u>	<u>Pay Range Number</u>
Plant Operator	622
Plumber	623
Plumbing and Mechanical Inspector II	625
Plumbing and Mechanical Inspector III	627
Plumbing Inspector I	623
Plumbing Maintenance Supervisor	627
Police Detective	724
Police Lieutenant	727
Police Officer	723
Police Recruit	722
Police Sergeant	725
Preparator	623
Print Shop Supervisor	624
Printing Press Operator I	619
Printing Press Operator II	620
Probation Officer	625
Property Clerk	621
Public Health Sanitarian I	625
Radio Dispatcher	621
Recreation Aide	510
Recreation Leader I	515
Recreation Leader II	519
Recreation Specialist	529
Rehabilitation Loan Specialist	627
Rehabilitation Specialist I	623
Rehabilitation Specialist II	625
Right-of-Way/Utility Coordinator	929
Secretary	619
Security Officer	621
Security Screener	617
Senior Building Permit Examiner	627
Senior Storekeeper	621
Senior Traffic Investigator	621
Service Attendant	616
Service Officer I	620
Service Officer II	623
Sewer Line Technician	622
Sign Painter	621
Signal Electrician	625
Signal Technician	626
Special Water Service Representative	620
SPIDER Dispatcher	621
Station Clerk	710
Storekeeper	619
Street Inspector	623
Street Inspector Supervisor	624
Structural Maintenance Supervisor	621
Switchboard Operator	616
Systems Analyst I	927
Telecommunications Coordinator	929
Traffic Investigator	619
Traffic Safety Officer	711
Traffic Signal Mechanic	619
Tree Maintenance Aide	616
Tree Maintenance Equipment Supervisor	622

<u>Class Title</u>	<u>Pay Range Number</u>
Tree Maintenance General Supervisor	624
Tree Maintenance Inspector	623
Tree Maintenance Supervisor	623
Tree Maintenance Worker I	619
Tree Maintenance Worker II	621
Van Driver	314
Warrant Officer	712
Water Meter Reader	619
Water Service Representative	619
Water Utility Worker	618
WHA Inspector	625

**SECTION 2.** Ordinance No. 47-759 is hereby repealed.

**SECTION 3.** This ordinance shall take effect on December 13, 2008, and be published in the official city newspaper.

ADOPTED at Wichita, Kansas, this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
Carl Brewer, Mayor

Attest: \_\_\_\_\_

\_\_\_\_\_  
Karen Sublett, City Clerk

Approved as to form:

\_\_\_\_\_  
Gary E. Rebenstorf, Director of Law

**ORDINANCE NO. 48-120**  
**Non-exempt Salary**

**AN ORDINANCE PROVIDING FOR A UNIFORM SCHEDULE OF STANDARD PAY RANGES FOR NON-EXEMPT EMPLOYEES OF THE CITY OF WICHITA, REPEALING ORDINANCE NO. 47-758**

**BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA:**

**SECTION 1.** A schedule of standard pay ranges established for classifications in *Wichita Transit* represented by Teamsters Union Local #795, and in which employees are treated as non-exempt from the overtime provisions of the FLSA.

**SCHEDULE OF STANDARD PAY RANGES IN HOURLY AMOUNTS**  
**December 15, 2007 – December 12, 2008**

Range	A	B	C	D	E	F	G
312	\$9.1632	\$9.3923	\$9.6272	\$9.8678	\$10.1144	\$10.3673	\$10.6265
314	\$10.4076	\$10.6677	\$10.9345	\$11.2078	\$11.4881	\$11.7753	\$12.0696
315	\$10.4076	\$10.6677	\$10.9345	\$11.2078	\$11.4881	\$11.7753	\$12.0696
316	\$10.8728	\$11.1446	\$11.4232	\$11.7087	\$12.0014	\$12.3015	\$12.6090
317	\$11.6508	\$11.9421	\$12.2407	\$12.5467	\$12.8603	\$13.1818	\$13.5113
320	\$13.3618	\$13.6958	\$14.0383	\$14.3892	\$14.7489	\$15.1176	\$15.4957

Range	H	I	J	K	L	M	N	O
312	\$10.8922	\$11.1645	\$11.4436	\$11.7297	\$12.0229	\$12.3235	\$12.6315	\$12.9474
314	\$12.3714	\$12.6807	\$12.9976	\$13.3227	\$13.6556	\$13.9971	\$14.3469	\$14.7058
315	\$12.3714	\$12.6807	\$12.9976	\$13.3227	\$13.6556	\$13.9971	\$14.3469	\$14.7058
316	\$12.9242	\$13.2474	\$13.5785	\$13.9180	\$14.2660	\$14.6227	\$14.9882	\$15.3629
317	\$13.8492	\$14.1954	\$14.5504	\$14.9140	\$15.2869	\$15.6691	\$16.0608	\$16.4623
320	\$15.8830	\$16.2800	\$16.6870	\$17.1042	\$17.5319	\$17.9702	\$18.4194	\$18.8799

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**SECTION 2.** A schedule of standard pay ranges established for *seasonal/limited* classifications for positions in which employees are treated as non-exempt from the overtime provisions of the Fair Labor Standards Act (FLSA).

**Current Pay Rates**

<b>Pay Range</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>
410	5.50	5.75	6.00	6.25	6.50	*7.00
414	6.25	6.50	6.75	7.00	7.25	*8.00
415	6.50	6.75	7.00	7.25	7.50	*8.25
420	6.75	7.00	7.50	8.25	9.00	10.00

**Pay Rates Effective July 24, 2008**

<b>Pay Range</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>
410	6.55	6.80	7.05	7.30	7.55	*8.05
414	7.30	7.55	7.80	8.05	8.30	*9.05
415	7.55	7.80	8.05	8.30	8.55	*9.30
420	7.80	8.05	8.55	9.30	10.05	11.05

\* These rates are established for supervisory positions only.

**SECTION 3.** A schedule of standard pay ranges established for *seasonal/limited* classifications for recreation positions in the Park Department in which employees are treated in accordance with the provisions of FLSA.

**Current Pay Rates**

<b>Pay Range</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>
510	5.50	5.75	6.00	6.25	6.50	6.75
515	6.25	6.55	6.85	7.15	7.45	7.75
519	6.90	7.20	7.50	7.80	8.40	9.00
529	10.50	11.00	11.50	12.00	12.50	13.00

**Pay Rates Effective July 24, 2008**

<b>Pay Range</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>
510	6.55	6.80	7.05	7.30	7.55	7.80
515	7.30	7.60	7.90	8.20	8.50	8.80
519	7.95	8.25	8.55	8.85	9.45	10.05
529	11.55	12.05	12.55	13.05	13.55	14.05

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**SECTION 4.** A schedule of standard pay ranges established for positions in which employees are treated as non-exempt from the overtime provisions of FLSA.

**SCHEDULE OF STANDARD PAY RANGES IN HOURLY AMOUNTS**

**December 13, 2008 – December 25, 2009**

Range	A	B	C	D	E	F	G
602	7.3250	7.5082	7.6959	7.8883	8.0855	8.2876	8.4948
606	7.9936	8.1934	8.3983	8.6082	8.8234	9.0440	9.2701
607	8.2977	8.5051	8.7178	8.9357	9.1591	9.3881	9.6228
608	8.6204	8.8359	9.0568	9.2833	9.5153	9.7532	9.9971
609	8.9723	9.1966	9.4265	9.6622	9.9037	10.1513	10.4051
610	9.3406	9.5741	9.8134	10.0588	10.3102	10.5680	10.8322
611	9.7134	9.9562	10.2051	10.4603	10.7218	10.9898	11.2646
612	10.1304	10.3837	10.6432	10.9093	11.1821	11.4616	11.7482
613	10.5532	10.8170	11.0874	11.3646	11.6487	11.9399	12.2384
614	11.0115	11.2868	11.5690	11.8582	12.1547	12.4585	12.7700
615	11.5022	11.7898	12.0845	12.3866	12.6963	13.0137	13.3391
616	12.0150	12.3154	12.6233	12.9389	13.2623	13.5939	13.9337
617	12.5606	12.8746	13.1965	13.5264	13.8646	14.2112	14.5665
618	13.1401	13.4686	13.8053	14.1504	14.5042	14.8668	15.2384
619	13.7545	14.0983	14.4508	14.8121	15.1824	15.5619	15.9510
620	14.3900	14.7498	15.1185	15.4965	15.8839	16.2810	16.6880
621	15.0888	15.4661	15.8527	16.2490	16.6553	17.0716	17.4984
622	15.8184	16.2139	16.6192	17.0347	17.4606	17.8971	18.3445
623	16.5855	17.0001	17.4251	17.8607	18.3072	18.7649	19.2341
624	17.4113	17.8466	18.2928	18.7501	19.2188	19.6993	20.1918
625	18.2785	18.7354	19.2038	19.6839	20.1760	20.6804	21.1974
626	19.1987	19.6787	20.1707	20.6749	21.1918	21.7216	22.2647
627	20.1743	20.6786	21.1956	21.7255	22.2686	22.8253	23.3960

Range	H	I	J	K	L	M	N	O
602	8.7072	8.9248	9.1480	9.3767	9.6111	9.8513	10.0976	10.3501
606	9.5019	9.7394	9.9829	10.2325	10.4883	10.7505	11.0192	11.2947
607	9.8634	10.1099	10.3627	10.6218	10.8873	11.1595	11.4385	11.7244
608	10.2470	10.5032	10.7657	11.0349	11.3108	11.5935	11.8834	12.1804
609	10.6653	10.9319	11.2052	11.4853	11.7724	12.0668	12.3684	12.6776
610	11.1030	11.3806	11.6651	11.9567	12.2556	12.5620	12.8761	13.1980
611	11.5462	11.8348	12.1307	12.4340	12.7448	13.0634	13.3900	13.7248
612	12.0419	12.3429	12.6515	12.9678	13.2920	13.6243	13.9649	14.3140
613	12.5444	12.8580	13.1794	13.5089	13.8467	14.1928	14.5476	14.9113
614	13.0893	13.4165	13.7519	14.0957	14.4481	14.8093	15.1795	15.5590
615	13.6725	14.0144	14.3647	14.7238	15.0919	15.4692	15.8560	16.2524
616	14.2821	14.6391	15.0051	15.3802	15.7647	16.1589	16.5628	16.9769
617	14.9306	15.3039	15.6865	16.0786	16.4806	16.8926	17.3149	17.7478
618	15.6194	16.0099	16.4101	16.8204	17.2409	17.6719	18.1137	18.5666
619	16.3497	16.7585	17.1774	17.6069	18.0471	18.4982	18.9607	19.4347
620	17.1052	17.5329	17.9712	18.4205	18.8810	19.3530	19.8368	20.3328
621	17.9359	18.3843	18.8439	19.3150	19.7979	20.2928	20.8001	21.3201
622	18.8031	19.2732	19.7550	20.2489	20.7551	21.2740	21.8059	22.3510
623	19.7149	20.2078	20.7130	21.2308	21.7616	22.3056	22.8632	23.4348
624	20.6966	21.2140	21.7444	22.2880	22.8452	23.4163	24.0017	24.6017
625	21.7274	22.2706	22.8273	23.3980	23.9829	24.5825	25.1971	25.8270
626	22.8213	23.3918	23.9766	24.5760	25.1904	25.8202	26.4657	27.1273
627	23.9809	24.5804	25.1949	25.8248	26.4704	27.1322	27.8105	28.5057

**SECTION 5.** A schedule of standard pay ranges established for professional positions in which employees are treated as non-exempt from the overtime provisions of FLSA.

**SCHEDULE OF STANDARD PAY RANGES IN HOURLY AMOUNTS**  
**December 13, 2008 – December 25, 2009**

Range	A	B	C	D	E	F	G
926	19.1987	19.6787	20.1708	20.6750	21.1919	21.7215	22.2647
927	20.1743	20.6786	21.1956	21.7255	22.2686	22.8253	23.3959
928	21.1830	21.7127	22.2555	22.8119	23.3822	23.9667	24.5658
929	22.2423	22.7982	23.3682	23.9523	24.5512	25.1651	25.7941

Range	H	I	J	K	L	M	N	O
926	22.8218	23.3918	23.9766	24.5760	25.1904	25.8202	26.4657	27.1273
927	23.9809	24.5804	25.1949	25.8248	26.4704	27.1321	27.8104	28.5057
928	25.1801	25.8095	26.4547	27.1161	27.7941	28.4889	29.2011	29.9311
929	26.4390	27.0999	27.7775	28.4719	29.1838	29.9133	30.6611	31.4277

**SECTION 6.** A schedule of standard pay ranges established for Airport Safety positions in which employees are treated as non-exempt from the overtime provisions of FLSA.

**SCHEDULE OF STANDARD PAY RANGES IN HOURLY AMOUNTS**  
**December 13, 2008 – December 25, 2009**

Range	A	B	C	D	E	F	G
691*							
24 Hour Shift	12.0518	12.3530	12.6619	12.9785	13.3030	13.6355	13.9763
40 Hour Week	16.8725	17.2943	17.7266	18.1698	18.6240	19.0896	19.5669
692*							
24 Hour Shift	13.2569	13.5883	13.9281	14.2764	14.6331	14.9990	15.3739
40 Hour Week	18.5597	19.0236	19.4993	19.9868	20.4864	20.9986	21.5236

Range	H	I	J	K	L	M	N	O
691*								
24 Hour Shift	14.3258	14.6839	15.0510	15.4273	15.8129	16.2082	16.6134	17.0287
40 Hour Week	20.0560	20.5574	21.0714	21.5981	22.1381	22.6916	23.2588	23.8402
692*								
24 Hour Shift	15.7583	16.1523	16.5560	16.9700	17.3943	17.8291	18.2747	18.7318
40 Hour Week	22.0617	22.6132	23.1785	23.7580	24.3520	24.9606	25.5847	26.2244

\* Hourly rates in this pay range that are designated "24-Hour Shift" are for **airport safety** positions assigned to work 24-hour shifts with schedules based on a 27-day work period. The rates designated "40-Hour Week" are provided to accommodate the need to assign an employee in a position classification assigned to one of these ranges to a duty requiring that work be performed during a 40-hour per week schedule.

**SECTION 7.** A schedule of standard pay ranges established for commissioned and non-commissioned positions in the Police Department that are treated as non-exempt from the overtime provisions of the FLSA.

**December 13, 2008 – December 25, 2009**

Range	A	B	C	D	E	F	G
710	14.9835	15.3581	15.7421	16.1356	16.5390	16.9525	17.3763
711	15.8815	16.2785	16.6854	17.1026	17.5301	17.9684	18.4176
712	16.9054	17.3280	17.7612	18.2053	18.6604	19.1269	19.6051
714	18.1161	18.5690	19.0332	19.5090	19.9968	20.4967	21.0091
722	19.0770	---	---	---	---	---	---
723	19.9759	20.4753	20.9871	21.5118	22.0496	22.6009	23.1659
724	21.9461	22.4947	23.0571	23.6335	24.2243	24.8300	25.4507
725*	24.1341	24.7374	25.3558	25.9897	26.6395	27.3055	27.9881
727*	---	---	---	---	---	28.8444	29.5656

Range	H	I	J	K	L	M	N	O
710	17.8107	18.2560	18.7124	19.1802	19.6597	20.1512	20.6550	21.1713
711	18.8781	19.3500	19.8338	20.3296	20.8378	21.3588	21.8928	22.4401
712	20.0952	20.5976	21.1125	21.6403	22.1813	22.7359	23.3043	23.8869
714	21.5343	22.0727	22.6245	23.1901	23.7699	24.3641	24.9732	25.5976
722	---	---	---	---	---	---	---	---
723	23.7450	24.3387	24.9471	25.5708	26.2101	26.8653	27.5370	28.2254
724	26.0870	26.7391	27.4076	28.0928	28.7951	29.5150	30.2529	31.0092
725*	28.6878	29.4050	30.1401	30.8936	31.6660	32.4576	33.2691	34.1008
727*	30.3047	31.0623	31.8390	32.6348	33.4507	34.2869	35.1441	36.0227

\*Hourly rates in this pay range are for law enforcement positions assigned to work 42.5-hour schedules based on a 7-day work period.

**SECTION 8.** A schedule of standard pay ranges established for commissioned positions in the **Fire Department** in which employees are treated as non-exempt from the overtime provisions of FLSA.

**December 13, 2008 – December 25, 2009**

Range	A	B	C	D	E	F	G	
821	16.2772	---	---	---	---	---	---	
824	20.5315	21.0448	21.5709	22.1102	22.6629	23.2295	23.8102	
827* 24 Hr.	16.2602	16.6667	17.0834	17.5104	17.9482	18.3969	18.8568	
827* 40 Hr.	22.7643	23.3334	23.9167	24.5146	25.1275	25.7557	26.3996	
891* 24 Hr	13.2692	13.6009	13.9409	14.2895	14.6467	15.0129	15.3882	
891* 40 Hr	18.5769	19.0413	19.5173	20.0052	20.5054	21.0180	21.5435	
892* 24 Hr	14.6653	15.0320	15.4078	15.7930	16.1878	16.5925	17.0073	
892* 40 Hr.	20.5315	21.0448	21.5709	22.1102	22.6629	23.2295	23.8102	
893* 24 Hr.	16.2602	16.6667	17.0834	17.5104	17.9482	18.3969	18.8568	
893* 40 Hr.	22.7643	23.3334	23.9167	24.5146	25.1275	25.7557	26.3996	
Range	H	I	J	K	L	M	N	O
821	---	---	---	---	---	---	---	---
824	24.4055	25.0156	25.6410	26.2820	26.9391	27.6126	28.3029	29.0104
827* 24 Hr.	19.3283	19.8115	20.3068	20.8144	21.3348	21.8682	22.4149	22.9752
827* 40 Hr.	27.0596	27.7361	28.4295	29.1402	29.8687	30.6154	31.3808	32.1653
891* 24 Hr	15.7729	16.1672	16.5714	16.9857	17.4103	17.8456	18.2917	18.7490
891* 40 Hr	22.0820	22.6341	23.2000	23.7800	24.3745	24.9838	25.6084	26.2486
892* 24 Hr	17.4325	17.8683	18.3150	18.7729	19.2422	19.7233	20.2163	20.7217
892 *40 Hr.	24.4055	25.0156	25.6410	26.2820	26.9391	27.6126	28.3029	29.0104
893* 24 Hr.	19.3283	19.8115	20.3068	20.8144	21.3348	21.8682	22.4149	22.9752
893* 40 Hr.	27.0596	27.7361	28.4295	29.1402	29.8687	30.6154	31.3808	32.1653

\*Hourly rates in this pay range that are designated "24-Hour Shift" are for fire protection positions assigned to work hour shifts with schedules based on a 27-day work period. The rates designated "40-Hour Week" are

provided to accommodate the need to assign an employee in a position classification assigned to one of these ranges to a duty requiring that work be performed during a 40-hour per week schedule.

## **SECTION 9. Other Provisions**

- a. Unless otherwise indicated in the schedule contained in Sections 1 through 8 above, the pay ranges enumerated in said Sections shall constitute the total pay received by employees, subject to the following exceptions:
- (1) Commissioned officers of the Police Department who are required to wear uniforms while on duty will be issued a complete uniform. All uniform items issued under the uniform program shall remain the property of the City of Wichita.
  - (2) Commissioned Police Department Personnel, as well as Traffic Safety Officers, Warrant Officers, Station Clerks, and Crime Scene Investigators shall be allowed up to a maximum of ~~\$600 in 2008~~ and ~~\$650 in 2009~~ in department credit or vouchers for replacement of uniforms and/or civilian attire in accordance with departmental policy. Uniformed employees may expend up to \$200 of the allowance for civilian attire each year. This provision applies below the rank of Deputy Police Chief. It does not apply to civilianized positions that are not required to be in uniform.
  - (3) All members of the Reserve Police Force may, at the discretion of the City Manager, be paid up to but not exceeding the sum of \$60.00 per year, in accordance with the clothing maintenance and allowance program promulgated and administered by the City Manager, which program may be revised and amended.
  - (4) Commissioned officers of the Fire Department who are required to wear uniforms while on duty will be paid up to but not exceeding the additional sum of ~~\$550 in 2008~~ and ~~\$600 in 2009~~. This provision applies to positions below the rank of Deputy Fire Chief.

Protective clothing will be furnished to such members of the Fire Department as may be designated by the Director of the Department. Protective clothing shall include bunkers, coats, boots, and any other items that the City Manager may authorize.

- (5) Uniforms may be prescribed for employees in positions whose duties bring them in frequent contact with the public. Department directors may acquire, with approval of the City Manager, uniforms within budgeted amounts.
- (6) Service Officers, Security Screeners and Security Officers in the Police Department shall be allowed up to a maximum of ~~\$400 in 2008~~ and ~~\$450.00 in 2009~~ in department credit or vouchers for replacement of uniforms in accordance with Departmental Policy. No allowance shall be paid in the year of initial uniform issue or any subsequent year in which all new uniforms are issued.

The City Manager may approve an annual uniform allowance or credit vouchers up to a maximum of \$125.00 for other noncommissioned City employees required to wear a standardized uniform in the performance of their assigned duties. The allowance will vary depending upon the actual costs of replacing different kinds of uniforms and departmental policy. The City Manager shall determine which positions will require such uniforms and may revise and amend such determination at his/her discretion.

Reimbursement shall be made to eligible employees, of an amount not to exceed \$150.00, expended for safety boots that meet the specifications set by the City. The City Manager shall determine which positions are eligible and may revise and amend such determination at his/her discretion.

- (7) Commissioned officers of the Police Department who have received a degree from a four-year college or university will receive \$110.00 per month for a bachelor's degree or \$135.00 per month for a master's degree. The degree must be in Administration of Justice, a related field, or be approved the Department Director and the City Manager. These employees are not eligible for the Tuition Reimbursement program.
- (8) Commissioned members of the Fire Department shall receive education pay of \$50.00 per

month for a bachelor's degree or \$75.00 per month for a master's degree from a college or university accredited by an agency recognized by the Kansas Board of Regents and certified as eligible by the Human Resources Department. These employees are not eligible for the Tuition Reimbursement program.

- (9) Airport Police and Fire Officers represented by the Teamsters Union Local #795 shall receive education pay of \$50.00 per month for a bachelor's degree or \$75.00 per month for a master's degree from a college or university accredited by an agency recognized by the Kansas Board of Regents and certified as eligible by the Human Resources Department. These employees are not eligible for the Tuition Reimbursement program.
- (10) Police Department personnel who are assigned to duty requiring regular and frequent aerial flights shall be entitled to Special Duty Pay, not to exceed \$60.00 per pay period in which at least ten (10) flight hours are logged. Special Duty Pay also applies to Police Department personnel who are certified/trained and assigned to bomb duty, clandestine labs, canine or SWAT duty; they shall be compensated \$60.00 per pay period in addition to their regular pay. An employee may receive only one category of Special Duty Pay.
- (11) IAFF-represented Fire Department personnel who are certified as, and members of, the team assigned to Arson Investigation, Haz-Mat or Technical Rescue, will receive an additional \$35.00 per pay period. This provision also applies to Fire Battalion Chiefs who qualify. An employee may receive only one category of Special Duty Pay.
- (12) Airport Police and Fire Officers represented by the Teamsters Union Local #795 shall receive \$35.00 per pay period in addition to their base pay upon satisfactory completion of an accredited Emergency Medical Technician (EMT) course.
- (13) Police Officers who are assigned to Field Training Officer duty shall be entitled to an additional \$0.80 per hour while actually assigned to the training of newly commissioned officers and newly commissioned reserve police officers. This shall occur only during the training cycle or remedial training cycle established for such new officers (or such training cycle as may be approved by the Chief of Police). Police Sergeants who are assigned to a Police Field Training Sergeant duty shall be entitled to an additional \$0.70 per hour while actually assigned to supervise the training of newly commissioned officers and newly commissioned reserve police officers. This pay shall only occur during the training cycle or remedial training cycle established for such new officers (or such training cycle as may be approved by the Chief of Police).
- (14) FOP-represented employees who opt to take and pass an annual fitness test will receive a \$100 bonus for each year in which they pass the test.
- (15) Shift differential will be paid at a rate of \$.75 per hour for hours actually worked between 6:00 p.m. and 6:00 a.m. for full-time non-exempt employees represented by the Service Employees' International Union or by Employees' Council.

The following work time will be used to differentiate between shifts for employees in the Fire Department represented by the International Association of Fire fighters:

1 <sup>st</sup> Shift:	From	4:00 a.m. to 2:59 p.m.
2 <sup>nd</sup> Shift:	From	3:00 p.m. to 9:59 p.m.
3 <sup>rd</sup> Shift:	From	10:00 p.m. to 3:59 p.m.

The following work time will be used to differentiate between shifts for employees represented by the Fraternal Order of Police:

1 <sup>st</sup> Shift:	From	6:00 a.m.	To: 10:00 a.m.
2 <sup>nd</sup> Shift:	From	10:00 a.m.	To: 5:00 p.m.
3 <sup>rd</sup> Shift:	From	5:00 p.m.	To: 11:00 pm.
4 <sup>th</sup> Shift:	From	11:00 p.m.	To: 6:00 a.m.

Employees represented by the Fraternal Order of Police shall receive \$0.75 per hour shift differential for 2<sup>nd</sup>, 3<sup>rd</sup> and 4<sup>th</sup> shift, in addition to regular wages.

Employees of the Fire Department represented by the International Association of Fire Fighters who work a 40 hour week will receive \$0.15 per hour differential for 2<sup>nd</sup> shift and \$0.25 per hour for 3<sup>rd</sup> shift.

- (16) An employee who is put on standby status shall be compensated at the rate of \$1.00 per hour for every hour on standby status.
- (17) Allowance for travel expenses or for the use of personally owned ~~automobiles and trucks~~ **vehicles** may be made by the City Manager; and such other expenses incurred in, and as part of, official City business as shall be authorized and approved by the City Manager.

Any subsistence furnished employees shall be deducted from the gross pay in the amount of the equivalent cash value as determined by the City Manager.

- (18) In recognition of long and faithful service the City Manager may approve longevity pay for certain employees in addition to other remuneration received. Such payments may commence upon the completion of six years total accumulative municipal employment, and continue each year thereafter so long as an employee shall remain in the active service of the City. The payment shall be an amount not to exceed \$2.00 times the total years of service, per month, e.g., \$2.00 X 10 years of service = \$20.00 per month payment. For employees with over eleven years accumulative City employment, the payment shall be \$5.00 time the total years of service per month, e.g., \$5.00 X 12 years of service = \$60.00 per month in payment. Refer to the Memorandum of Agreement for longevity pay for Teamsters Union Local #795 (Transit) positions.

- (19) The ~~Appointing Authority~~ **City Manager** may authorize compensation to employees serving in an acting capacity, at the pay range of such position being filled, when such acting capacity is expected to exceed four (4) weeks, or in accordance with approved Memoranda of Agreement with recognized employee organizations.

- (20) If an employee moves into a new classification because of a reclassification, or if an employee receives a pay range reduction, and if the employee's pay is more than the maximum pay in the new range, the employee's pay will be reduced to the maximum for the new pay range, or the employee may, at the discretion of the City Manager, continue to be paid at his/her current rate. Such employees may not receive further merit or cost of living increases until the pay range equals or exceeds the amount paid the employee.

If an employee moves into a higher classification due to a reclassification, and if the employee's pay falls below the minimum of the new range, the employee's pay will be increased to the minimum for the new pay range, or the employee may, at the discretion of the City Manager, continue to be paid at his/her current rate for up to six months following the reclassification.

- b. In addition to the compensation provided for above, there shall be paid to each employee coming within the provisions of the Kansas Workers' Compensation Act during any period of total disability compensable under said Act for a period not exceeding 90 consecutive calendar days from date of injury, his/her net pay less compensation payments received under the provisions of said Act.
- c. The City Manager shall certify the classification and compensation of each employee of the City of Wichita, and any change of classification or compensation of any employee.
- d. The City Manager shall formulate such rules and regulations as shall be necessary to carry out the purposes and intent of this Ordinance, and to establish equitable conditions of employment under the various departments and employees, including all available employee benefits.
- e. The Human Resources Director shall keep permanent records of the certification of classification and payment as is provided for in this Ordinance.
- f. The City Manager is authorized to adjust the scheduled pay ranges for specific positions, in an amount not to exceed 10%, to avoid inequities or address compression issues which may arise. In the event the City Manager exercises this authority to adjust the pay ranges, he/she shall make available to the City Council, upon request, information regarding such adjustment, and such adjustments shall be reflected in future general ordinances establishing position classifications and pay rates.

- g. If the City Manager of the City of Wichita should decide to create a new classification of positions and prescribe payments for such classifications, he/she shall make available a statement of the duties and responsibilities of such classification, together with the proposed compensation for such classification to the City Council upon request.
- h. The City of Wichita is hereby authorized to withhold from the salaries and wages of its employees such sums as they may designate.
- i. Any compensation granted as a bonus or one-time payment to an employee in any retirement plan will not be subject to retirement withholding nor will it be included in the final average salary of a retiring employee.
- j. Nothing in this Section shall be construed in any way to limit the administrative discretion of the City Manager to, within budgetary limits, increase or decrease pay rates of individual positions within the pay ranges prescribed for the position classifications, provided the certification is made to the Human Resources Director as provided herein.

**SECTION 11.** A listing of the position classifications and their pay ranges, as reflected in the current salary ordinance, is provided by appendix to this Section.

**SECTION 12.** Ordinance No. 47-758 is hereby repealed.

**SECTION 13.** This ordinance shall take effect on December 13, 2008, and be published in the official city newspaper.

ADOPTED at Wichita, Kansas, this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
Carl Brewer, Mayor

Attest: \_\_\_\_\_

\_\_\_\_\_  
Karen Sublett, City Clerk

Approved as to form:

\_\_\_\_\_  
Gary E. Rebenstorf, Director of Law

**ORDINANCE NO. 48-121**

**AN ORDINANCE ESTABLISHING POSITION CLASSIFICATIONS FOR EXEMPT  
EMPLOYEES OF THE CITY OF WICHITA AND PRESCRIBING PAY RATES BY  
REFERENCE TO POSITION CLASSIFICATIONS IN THE SCHEDULE OF PAY  
RANGES REPEALING ORDINANCE NO. 47-988**

**BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA:**

**SECTION 1. The rates of pay for all positions allocated to the classifications below are prescribed according to the following schedule.**

<b><u>Classification</u></b>	<b><u>Pay Range Numbers</u></b>
Accountant	C41
Air Service & Business Development Administrator	C45/C52
Assistant City Attorney I	C43
Assistant City Attorney II	C44/C51
Assistant City Attorney III	C45/C52
Assistant City Manager	E83
Assistant Department Director	D71 – D72
Assistant Golf Professional	B32
Assistant Pension Manager	C43
Assistant Recreation Supervisor	C41
Assistant Tennis Professional	B32
Assistant Traffic Engineer	C44/C51
Associate Engineer	C42
Associate Planner	C41
Budget Analyst	C42
Budget Officer	D62
Buyer	C41
Chief, Airport Public Safety	D62
Chief Deputy City Attorney	D72
Chief Probation Officer	C44/C51
Chief Prosecutor	D61
City Treasurer	D63
Civil Engineer	C43
Communications Specialist	C41



**Classification****Pay Range Numbers**

Controller	D62
Department Director	E81 – E83
Deputy Chief, Airport Public Safety	C45/C52
Deputy City Attorney	D71
Deputy Fire Chief	D71
Deputy Police Chief	D71
Division Manager	D61 – D63, D71
Division Supervisor	C43
Employee Relations Officer	C45/C52
Environmental Remediation Administrator	C45/C52
Environmental Quality Specialist	C43
Environmental Sciences Administrator	C44/C51
Environmental Scientist	C41
Environmental Services Program Supervisor	C44/C51
Environmental Services Specialist	C41
Executive Assistant	C41
Fire Battalion Chief	D61
Fire Division Chief	D63
Fire & Medical Rescue Coordinator	D61
Fiscal Analyst	C41
Food and Beverage Supervisor	C41
General Maintenance Supervisor I	C41 – C43
General Maintenance Supervisor II	C44/C51
Geologist	C44/C51
Golf Professional	C42
Housing Manager	C45/C52
Housing Specialist	C41
Human Resources Specialist	C41
Inspection Administrator	C44/C51
Inspection Supervisor	C43

**Classification****Pay Range Numbers**

Librarian	C41
Library Manager	D61
Management Analyst	C41
Municipal Court Clerk	C44/C51
Museum Specialist	<del>B32</del> C41
Pension Manager	C45/C52
Plans Examiner	C42
Police Captain	D61
Principal Budget Analyst	C44/C51
Principal Planner	C45/C52
Program Coordinator	C44/C51
Program Manager	D62
Program Specialist	C41
Public Safety Administrator	C44/C51
Purchasing Manager	D62
Real Estate Analyst	C42
Real Estate Administrator	C45/C52
Recreation Manager	C45/C52
Recreation Supervisor	C43
Risk Management Specialist	C43
Risk Manager	C45/C52
Safety Coordinator	C42
Section Engineer	D61
Section Supervisor	C41
Security Supervisor	C42
Senior Accountant	C43
Senior Budget Analyst	C43
Senior Buyer	C43
Senior Communications Specialist	C44/C51
Senior Engineer	C45/C52

**Classification****Pay Range Numbers**

Senior Environmental Scientist	C43
Senior Fiscal Analyst	C43
Senior Housing Specialist	C43
Senior Human Resources Specialist	C44/C51
Senior Librarian	C44/C51
Senior Management Analyst	C44/C51
Senior Planner	C43
Senior Plans Examiner	C45/C52
Senior Safety Coordinator	C43
Senior Systems Analyst	C45/C52
Special Projects Coordinator	C44/C51
Special Projects Engineer	C45/C52
Superintendent of Transportation	C44/C51
Support Supervisor	B32
Systems Analyst II	C42
Systems Analyst III	C44/C51
Tennis Professional	C42
Transit Administrator	C45/C52
Transportation Development Coordinator	C43
Warehouse Supervisor	C41

**SECTION 2.** Ordinance No. 47-988 is hereby repealed.

**SECTION 3.** This ordinance shall take effect on December 13, 2008, and be published in the official city newspaper.

ADOPTED at Wichita, Kansas, this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
Carl Brewer, Mayor

Attest: \_\_\_\_\_  
Karen Sublett, City Clerk

Approved as to form:

\_\_\_\_\_  
Gary E. Rebenstorf, Director of Law



## Exempt & Management

### ORDINANCE NO. 48-122

#### AN ORDINANCE PROVIDING FOR A UNIFORM SCHEDULE OF STANDARD PAY RANGES FOR EXEMPT EMPLOYEES OF THE CITY OF WICHITA, REPEALING ORDINANCE NO. 47-702

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA:

### SALARY RANGES

**SECTION 1.** The following pay rates are established for the *Exempt & Management Pay Plan*. Salaries are expressed in minimum, midpoint and maximum annual rates.

#### 2009 Salary Ranges

	Minimum	Maximum
B34	\$25,156	— \$43,185
B32	\$31,768	\$54,534
C41	\$35,699	\$63,473
C42	\$39,357	\$69,975
C43	\$43,013	\$76,477
C44/C51	\$46,641	\$85,786
C45/C52	\$54,499	\$95,684
D61	\$58,040	\$105,298
D62	\$61,722	\$111,976
D63	\$65,402	\$118,654
D71	\$68,666	\$128,592
D72	\$74,086	\$138,743
E81	\$77,124	\$148,946
E82	\$80,666	\$155,786
E83	\$84,209	\$162,627

### **SECTION 2. Other Provisions**

- a. Unless otherwise indicated in the schedule contained in Section 1 above, the pay ranges enumerated in said Sections shall constitute the total pay received by employees, subject to the following exceptions:
- (1) Police Captains shall be allowed up to a maximum of ~~\$600.00 in 2008 and~~ \$650.00 in 2009 in department credit or vouchers for replacement of uniforms and/or civilian attire in accordance with departmental policy. This provision does not apply to Deputy Police Chiefs or the Police Chief, or to civilianized positions that are not required to be in uniform.
  - (2) Fire Battalion Chiefs and Fire Division Chiefs who are required to wear uniforms while on duty shall be allowed up to a maximum of ~~\$550.00 in 2008 and~~ \$600 in 2009. This provision will not apply to Deputy Fire Chiefs or the Fire Chief.  
  
Protective clothing will be furnished to such members of the Fire Department as may be designated by the Director of the Department. Protective clothing shall include bunkers, coats, boots, and any other items which the City Manager may authorize.
  - (3) Uniforms may be prescribed for employees in positions whose duties bring them in frequent contact with the public. Department directors may acquire, with approval of the City Manager, uniforms within budgeted amounts.
  - (4) The City Manager may approve an annual uniform allowance or credit vouchers up to a maximum of \$125.00 for other noncommissioned City employees required to wear a standardized uniform in the performance of their assigned duties. The allowance will vary depending upon the actual costs of

replacing different kinds of uniforms and departmental policy. The City Manager shall determine which positions will require such uniforms and may revise and amend such determination at his/her discretion.

Reimbursement shall be made to eligible employees, of an amount not to exceed \$150.00, expended for safety boots that meet the specifications set by the City. The City Manager shall determine which positions are eligible and may revise and amend such determination at his/her discretion.

- (5) Police Captains who have received a degree from a four-year college or university will receive \$110.00 per month for a bachelor's degree or \$135 per month for a master's degree. The degree must be in Administration of Justice, a related field, or be approved by the Department Director and the City Manager. These employees are not eligible for the Tuition Reimbursement Program. This provision does not apply to the Deputy Police Chiefs or the Police Chief.
- (6) Police Captains who are assigned to duty requiring regular and frequent aerial flights shall be entitled to Hazardous Duty pay not to exceed \$60.00 per payday for each month in which at least twenty (20) flight hours are logged, under a special allowance program promulgated and administered by the City Manager, which program may be revised and amended at his/her discretion. Police Department personnel who are certified/trained and assigned to bomb duty, clandestine labs, canine and SWAT duty, shall be compensated in addition to their regular pay, \$60.00 per pay period. This provision does not apply to Deputy Police Chiefs or the Police Chief.
- (7) Fire Battalion Chiefs and Fire Division Chiefs shall receive education pay of \$50.00 per month for a bachelor's degree or \$75.00 per month for a master's degree, from a college or university accredited by an agency recognized by the Kansas Board of Regents and certified as eligible by the Human Resources Department. These employees are not eligible for the Tuition Reimbursement Program. This provision does not apply to the Deputy Fire Chiefs or the Fire Chief.
- (8) Fire Battalion Chiefs who are certified as, and members of, the team assigned to Arson Investigation, Haz-Mat or Technical Rescue, will receive an additional \$35.00 per pay period. An employee may receive only one category of Special Duty Pay.
- (9) Airport Safety Personnel, and, if not commissioned, the incumbent of the Fire and Medical Rescue Coordinator will receive \$35.00 per pay period in addition to their base pay upon satisfactory completion of an accredited Emergency Medical Technician course.
- (10) Allowance for travel expenses or for the use of personally owned ~~automobiles or trucks~~ **vehicles** May be made by the City Manager; and such other expenses incurred in, and as part of, official City business as shall be authorized and approved by the City Manager.

Any subsistence furnished employees shall be deducted from the gross pay in the amount of the equivalent cash value as determined by the City Manager.

- (11) In recognition of long and faithful service, the City Manager may approve longevity pay for certain employees in addition to other remuneration received. Such payments may commence upon the completion of six years total accumulative municipal employment, and continue each year thereafter so long as an employee shall remain in the active service of the City. The payment shall be an amount not to exceed \$2.00, times the total years of service, per month, e.g., (2.00 X 10 years of service = \$20.00 per month payment.) For employees with over eleven years accumulative municipal employment, the payment shall be \$5.00 times the total years of service per month, e.g. \$5.00 times 12 years of service = \$60.00 per month in payment.
- (12) At the discretion of the City Manager, the maximum of a pay range may be exceeded by not more than 10% for a specified period of time to compensate any Department Director if broader or higher level administrative responsibility is regularly assigned to that position.
- (13) The Appointing Authority may authorize compensation to employees serving in an acting capacity, at the pay range of such position being filled, when such acting capacity is expected to exceed four weeks.

- (14) If an employee moves into a new classification due to a reclassification, or if an employee receives a pay range reduction, and if the employee's pay is more than the maximum pay in the new range, the employee's pay will be reduced to the maximum for the new pay range, or the employee may, at the discretion of the City Manager, continue to be paid at his/her current rate. Such employees may not receive further merit or cost of living increases until the pay range equals or exceeds the amount paid to the employee.

If an employee moves into a higher classification due to a reclassification, and if the employee's pay falls below the minimum of the new range, the employee's pay will be increased to the minimum for the new pay range, or the employee may, at the discretion of the City Manager, continue to be paid at his/her current rate for up to six months following the reclassification.

- b. In addition to the compensation provided for above, there shall be paid to each employee coming within the provisions of the Kansas Workers' Compensation Act during any period of total disability compensable under said Act for a period not exceeding 90 consecutive calendar days from date of injury, his/her net pay less compensation payments received under the provisions of said Act.
- c. The City Manager shall certify the classification and compensation of each employee of the City of Wichita, and any change of classification or compensation of any employee.
- d. The City Manager shall formulate such rules and regulations as shall be necessary to carry out the purposes and intent of this Ordinance, and to establish equitable conditions of employment under the various departments and employees, including all available employee benefits.
- e. The Human Resources Director shall keep permanent records of the certification of classification and payment as is provided for in this Ordinance.
- f. The City Manager is authorized to adjust the scheduled pay ranges for specific positions, in an amount not to exceed 10%, to avoid inequities or address compression issues which may arise. In the event the City Manager exercises this authority to adjust the pay ranges, he/she shall make available to the City Council, upon request, information regarding such adjustment, and such adjustments shall be reflected in future general ordinances establishing position classifications and pay rates.
- g. If the City Manager of the City of Wichita should decide to create a new classification of positions and prescribe payments for such classifications, he/she shall make available a statement of the duties and responsibilities of such classification, together with the proposed compensation for such classification to the City Council upon request.
- h. The City of Wichita is hereby authorized to withhold from the salaries and wages of its employees such sums as they may designate.
- i. The City Manager is authorized to establish pay plans for employees who are exempt from the provisions of the Fair Labor Standards Act. ~~The Appointing Authority~~ City Manager shall determine the actual pay for each position within the minimum and maximum pay levels for the position.
- j. Any compensation granted as a bonus or one-time payment to an employee in any retirement plan will not be subject to retirement withholding nor will it be included in the final average salary of a retiring employee.
- k. Nothing in this Section shall be construed in any way to limit the administrative discretion of the City Manager to, within budgetary limits, increase or decrease pay rates of individual positions within the pay ranges prescribed for the position classifications, provided the certification is made to the Human Resources Director as provided herein.

**SECTION 4.** A listing of the position classifications and their pay ranges, as reflected in the current salary ordinance, is provided by appendix to this Section.

**SECTION 6.** Ordinance No. **47-702** is hereby repealed.

**SECTION 7.** This ordinance shall take effect on December 13, 2007, and be published in the official city newspaper.

ADOPTED at Wichita, Kansas, this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
Carl Brewer, Mayor

Attest: \_\_\_\_\_

\_\_\_\_\_  
Karen Sublett, City Clerk

Approved as to form:

\_\_\_\_\_  
Gary E. Rebenstorf, Director of Law and City Attorney



**City of Wichita  
City Council Meeting  
November 18, 2008**

TO: Mayor and City Council Members

SUBJECT: SUB 2008-55 -- Plat of Willow Creek East 2<sup>nd</sup> Addition, located east of Greenwich Road and on the south side of Harry. (District II)

INITIATED BY: Metropolitan Area Planning Department

AGENDA ACTION: Planning (Consent)

---

Staff Recommendation: Approve the plat.

MAPC Recommendation: Approve the plat. (8-0)

Background: This site, consisting of 201 lots on 59.82 acres, is a final portion of the overall preliminary plat of the Willow Creek East Addition. This site consists of the remaining portion of the overall preliminary plat that was approved for the site and represents the second phase of development. This site is located within Wichita's city limits and is zoned SF-5 Single-family Residential.

Analysis: Petitions, 100 percent, and a Certificate of Petitions have been submitted for paving, sewer, water, drainage and turn lane improvements. A Restrictive Covenant has been submitted to provide for the ownership and maintenance of the reserves. A Restrictive Covenant has also been submitted to provide four off-street parking spaces per dwelling unit on each lot that abuts a 58-foot street.

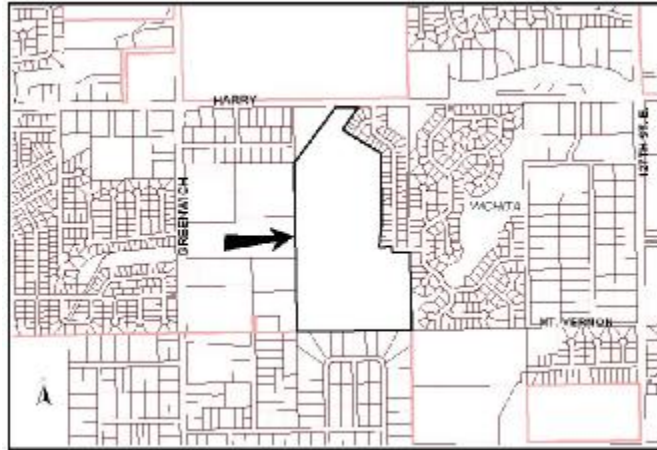
The plat has been approved by the Metropolitan Area Planning Commission, subject to conditions.

Financial Considerations: None.

Goal Impact: Ensure Efficient Infrastructure.

Legal Considerations: The Certificate of Petitions and Restrictive Covenants will be recorded with the Register of Deeds.

Recommendations/Actions: Approve the documents and plat, authorize the necessary signatures and adopt the Resolutions.



First Published in the Wichita Eagle on November 21, 2008 November 21, 2008

RESOLUTION NO. 08-523

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF WATER DISTRIBUTION SYSTEM NUMBER 448-90407 (EAST OF GREENWICH, SOUTH OF HARRY) IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF THE CONSTRUCTION OF WATER DISTRIBUTION SYSTEM NUMBER 448-90407 (EAST OF GREENWICH, SOUTH OF HARRY) IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct Water Distribution System Number 448-90407 (east of Greenwich, south of Harry).

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be Ninety-Three Thousand Dollars (\$93,000) exclusive of the cost of interest on borrowed money, with 100 percent of the total cost payable by the improvement district Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after August 1, 2008, exclusive of the costs of temporary financing.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

WILLOW CREEK EAST 2ND ADDITION

Lots 1 through 9, Block 1  
Lots 1 through 11, Block 2  
Lots 32 through 62, Block 3

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a fractional basis.

That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis: Lots 1 through 9, Block 1, Lots 1 through 11, Block 2 and Lots 32 through 62, Block 3 WILLOW CREEK EAST 2ND ADDITION shall each pay 1/51 of the total cost of the improvement district.

Where the ownership of a single lot or tract is or may be divided into two or more parcels, the assessment to the lot or tract so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said

improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 8. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 18<sup>th</sup> day of November, 2008.

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CARL BREWER, MAYOR

ATTEST:

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KAREN SUBLETT, CITY CLERK  
(SEAL)

First Published in the Wichita Eagle on November 21, 2008

RESOLUTION NO. 08-524

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF WATER DISTRIBUTION SYSTEM NUMBER 448-90408 (EAST OF GREENWICH, SOUTH OF HARRY) IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF THE CONSTRUCTION OF WATER DISTRIBUTION SYSTEM NUMBER 448-90408 (EAST OF GREENWICH, SOUTH OF HARRY) IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct Water Distribution System Number 448-90408 (east of Greenwich, south of Harry).

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be Two Hundred Seventy-Three Thousand Dollars (\$273,000) exclusive of the cost of interest on borrowed money, with 100 percent of the total cost payable by the improvement district Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after August 1, 2008, exclusive of the costs of temporary financing.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

WILLOW CREEK EAST 2ND ADDITION

Lots 1 through 31, Block 3  
Lots 1 through 14, Block 4  
Lots 1 through 34, Block 5  
Lots 1 through 24, Block 6  
Lots 1 through 24, Block 7  
Lots 1 through 23, Block 8

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a fractional basis.

That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis: Lots 1 through 31, Block 3, Lots 1 through 14, Block 4, Lots 1 through 34, Block 5, Lots 1 through 24, Block 6, Lots 1 through 24, Block 7 and Lots 1 through 23, Block 8 WILLOW CREEK EAST 2ND ADDITION shall each pay 1/150 of the total cost of the improvement district.

Where the ownership of a single lot or tract is or may be divided into two or more parcels, the assessment to the lot or tract so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those

property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 8. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 18<sup>th</sup> day of November, 2008.

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CARL BREWER, MAYOR

ATTEST:

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KAREN SUBLETT, CITY CLERK  
(SEAL)

First Published in the Wichita Eagle on November 21, 2008

RESOLUTION NO. 08-525

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF LATERAL 416, FOUR MILE CREEK SEWER (EAST OF GREENWICH, SOUTH OF HARRY) 468-84553 IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF CONSTRUCTING AND RESOLUTION AUTHORIZING CONSTRUCTION OF LATERAL 416, FOUR MILE CREEK SEWER (EAST OF GREENWICH, SOUTH OF HARRY) 468-84553 IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO- WIT:

SECTION 1. That it is necessary and in the public interest to construct Lateral 416, Four Mile Creek Sewer (east of Greenwich, south of Harry) 468-84553.

Said sanitary sewer shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 2. That the cost of said improvements provided for hereof is estimated to be One Hundred Fourteen Thousand Dollars (\$114,000), exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after August 1, 2008, exclusive of the costs of temporary financing.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

WILLOW CREEK EAST 2ND ADDITION

Lots 22 through 53, Block 3

SECTION 4. That the method of apportioning all costs of said improvements attributable to the owners of land liable for assessment shall be on a fractional basis.

That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis: Lots 22 through 53, Block 3 WILLOW CREEK EAST 2ND ADDITION shall pay 1/32 of the total cost payable by the improvement district.

Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq. as amended.

SECTION 8. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 18<sup>th</sup> day of November, 2008.

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CARL BREWER, MAYOR

ATTEST:

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KAREN SUBLETT, CITY CLERK

(SEAL)



First Published in the Wichita Eagle on November 21, 2008

RESOLUTION NO. 08-526

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF LATERAL 417, FOUR MILE CREEK SEWER (EAST OF GREENWICH, SOUTH OF HARRY) 468-84554 IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF CONSTRUCTING AND RESOLUTION AUTHORIZING CONSTRUCTION OF LATERAL 417, FOUR MILE CREEK SEWER (EAST OF GREENWICH, SOUTH OF HARRY) 468-84554 IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO- WIT:

SECTION 1. That it is necessary and in the public interest to construct Lateral 417, Four Mile Creek Sewer (east of Greenwich, south of Harry) 468-84554.

Said sanitary sewer shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 2. That the cost of said improvements provided for hereof is estimated to be Five Hundred Thousand Dollars (\$500,000), exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after August 1, 2008, exclusive of the costs of temporary financing.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

WILLOW CREEK EAST 2ND ADDITION

Lots 1 through 21, Block 3  
Lots 1 through 14, Block 4  
Lots 1 through 34, Block 5  
Lots 1 through 24, Block 6  
Lots 1 through 24, Block 7  
Lots 1 through 23, Block 8

SECTION 4. That the method of apportioning all costs of said improvements attributable to the owners of land liable for assessment shall be on a fractional basis.

That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis: Lots 1 through 21, Block 3, Lots 1 through 14, Block 4, Lots 1 through 34, Block 5, Lots 1 through 24, Block 6, Lots 1 through 24, Block 7 and Lots 1 through 23, Block 8 WILLOW CREEK EAST 2ND ADDITION shall pay 1/140 of the total cost payable by the improvement district.

Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq. as amended.

SECTION 8. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 18<sup>th</sup> day of November, 2008.

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CARL BREWER, MAYOR

ATTEST:

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KAREN SUBLETT, CITY CLERK  
(SEAL)

First Published in the Wichita Eagle on November 21, 2008

RESOLUTION NO. 08-527

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING IMPROVING STORM WATER DRAIN NO. 352 (EAST OF GREENWICH, SOUTH OF HARRY) 468-84555 IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF IMPROVING STORM WATER DRAIN NO. 352 (EAST OF GREENWICH, SOUTH OF HARRY) 468-84555 IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to improve Storm Water Drain No. 352 (east of Greenwich, south of Harry) 468-84555.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be One Hundred Fifty-Five Thousand Dollars (\$155,000) exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after August 1, 2008, exclusive of the costs of temporary financing.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

WILLOW CREEK EAST 2ND ADDITION

Lots 31 through 62, Block 3

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a fractional basis:

That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis: Lots 31 through 62, Block 3 WILLOW CREEK EAST 2ND ADDITION shall each pay 1/32 of the total cost payable by the improvement district.

Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq. as amended.

SECTION 8. Be it further resolved that the above-described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 18<sup>th</sup> day of November, 2008.

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CARL BREWER, MAYOR

ATTEST:

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KAREN SUBLETT, CITY CLERK

(SEAL)

First Published in the Wichita Eagle on November 21, 2008

RESOLUTION NO. 08-528

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTING PAVEMENT ON LYNNRAE, FROM THE SOUTH LINE OF FUNSTON TO THE NORTH LINE OF WILLOW CREEK EAST 2ND ADDITION; LYNNRAE CT. FROM THE WEST LINE LYNNRAE TO AND INCLUDING CUL-DE-SAC; COUNTRYSIDE, FROM THE EAST LINE LYNNRAE TO THE EAST LINE OF WILLOW CREEK 2ND ADDITION; AND FUNSTON, FROM A POINT 100 FEET WEST OF THE WEST LINE LYNNRAE TO THE EAST LINE OF WILLOW CREEK EAST 2ND ADDITION (EAST OF GREENWICH, SOUTH OF HARRY) 472-84764 IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF AUTHORIZING CONSTRUCTING PAVEMENT ON LYNNRAE, FROM THE SOUTH LINE OF FUNSTON TO THE NORTH LINE OF WILLOW CREEK EAST 2ND ADDITION; LYNNRAE CT. FROM THE WEST LINE LYNNRAE TO AND INCLUDING CUL-DE-SAC; COUNTRYSIDE, FROM THE EAST LINE LYNNRAE TO THE EAST LINE OF WILLOW CREEK 2ND ADDITION; AND FUNSTON, FROM A POINT 100 FEET WEST OF THE WEST LINE LYNNRAE TO THE EAST LINE OF WILLOW CREEK EAST 2ND ADDITION (EAST OF GREENWICH, SOUTH OF HARRY) 472-84764 IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to authorize constructing pavement on Lynnrae, from the south line of Funston to the north line of Willow Creek East 2nd Addition; Lynnrae Ct. from the west line Lynnrae to and including cul-de-sac; Countryside, from the east line Lynnrae to the east line of Willow Creek 2nd Addition; and Funston, from a point 100 feet west of the west line Lynnrae to the east line of Willow Creek East 2nd Addition (east of Greenwich, south of Harry) 472-84764.

Said pavement shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to Three Hundred Fifty-Three Thousand Dollars (\$353,000) exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro rata of 1 percent per month from and after August 1, 2008 exclusive of the cost of temporary financing.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

WILLOW CREEK EAST 2ND ADDITION

Lots 1 through 9, Block 1  
Lots 1 through 11, Block 2  
Lots 32 through 62, Block 3

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a fractional basis.

That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis: Lots 1 through 9, Block 1, Lots 1 through 11, Block 2 and Lots 32 through 62, Block 3 WILLOW CREEK EAST 2ND ADDITION shall each pay 1/51 of the total cost of the improvement district.

Where the ownership of a single lot or tract is or may be divided into two or more parcels, the assessment to the lot or tract so divided shall be assessed to each ownership or parcel on a square foot basis. Except when driveways are requested to serve a particular tract, lot, or parcel, the cost of the said driveway shall be in addition to the assessment to said tract, lot or parcel and shall be in addition to assessment for other improvements.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 8. Be it further resolved that the above-described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 18<sup>th</sup> day of November, 2008.

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CARL BREWER, MAYOR

ATTEST:

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KAREN SUBLETT, CITY CLERK

(SEAL)

First Published in the Wichita Eagle on November 21, 2008

RESOLUTION NO. 08-529

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTING PAVEMENT ON LYNNRAE, FROM THE NORTH LINE OF MT. VERNON TO THE SOUTH LINE OF FUNSTON; FUNSTON, FROM THE EAST LINE OF BEDFORD TO A POINT 100 FEET WEST OF THE WEST LINE OF LYNNRAE; BEDFORD (INCLUDING EYEBROW CUL-DE-SAC), FROM MT. VERNON TO ELLA; ELLA (INCLUDING EYEBROW CUL-DE-SAC), FROM THE NORTH LINE OF MT. VERNON TO BEDFORD; AND MT. VERNON/HERRINGTON, FROM AND INCLUDING THE EYEBROW CUL-DE-SAC AT BEDFORD TO THE NORTH LINE OF WILLOW CREEK EAST 2ND ADDITION (EAST OF GREENWICH, SOUTH OF HARRY) 472-84765 IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF AUTHORIZING CONSTRUCTING PAVEMENT ON LYNNRAE, FROM THE NORTH LINE OF MT. VERNON TO THE SOUTH LINE OF FUNSTON; FUNSTON, FROM THE EAST LINE OF BEDFORD TO A POINT 100 FEET WEST OF THE WEST LINE OF LYNNRAE; BEDFORD (INCLUDING EYEBROW CUL-DE-SAC), FROM MT. VERNON TO ELLA; ELLA (INCLUDING EYEBROW CUL-DE-SAC), FROM THE NORTH LINE OF MT. VERNON TO BEDFORD; AND MT. VERNON/HERRINGTON, FROM AND INCLUDING THE EYEBROW CUL-DE-SAC AT BEDFORD TO THE NORTH LINE OF WILLOW CREEK EAST 2ND ADDITION (EAST OF GREENWICH, SOUTH OF HARRY) 472-84765 IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to authorize constructing pavement on Lynnrae, from the north line of Mt. Vernon to the south line of Funston; Funston, from the east line of Bedford to a point 100 feet west of the west line of Lynnrae; Bedford (including eyebrow cul-de-sac), from Mt. Vernon to Ella; Ella (including eyebrow cul-de-sac), from the north line of Mt. Vernon to Bedford; and Mt. Vernon/Herrington, from and including the eyebrow cul-de-sac at Bedford to the north line of Willow Creek East 2nd Addition (east of Greenwich, south of Harry) 472-84765.

Said pavement shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to One Million Seven Hundred Eighty Thousand Dollars (\$1,780,000) exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after August 1, 2008 exclusive of the costs of temporary financing.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

WILLOW CREEK EAST 2ND ADDITION

Lots 1 through 31, Block 3  
Lots 1 through 14, Block 4  
Lots 1 through 34, Block 5  
Lots 1 through 24, Block 6  
Lots 1 through 24, Block 7  
Lots 1 through 23, Block 8

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a fractional basis.

That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis: Lots 1 through 31, Block 3, Lots 1 through 14, Block 4, Lots 1 through 34, Block 5, Lots 1 through 24, Block 6, Lots 1 through 24, Block 7 and Lots 1 through 23, Block 8 WILLOW CREEK EAST 2ND ADDITION shall each pay 1/150 of the total cost of the improvement district.

Where the ownership of a single lot or tract is or may be divided into two or more parcels, the assessment to the lot or tract so divided shall be assessed to each ownership or parcel on a square foot basis. Except when driveways are requested to serve a particular tract, lot or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 8. Be it further resolved that the above-described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 18<sup>th</sup> day of November, 2008.

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CARL BREWER, MAYOR

ATTEST:

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KAREN SUBLETT, CITY CLERK

(SEAL)



First Published in the Wichita Eagle on November 21, 2008

RESOLUTION NO. 08-530

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTING PAVEMENT ON HARRY STREET NECESSARY TO PROVIDE TURN LANES FROM HARRY STREET TO HERRINGTON (EAST OF GREENWICH, SOUTH OF HARRY) 472-84770 IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF AUTHORIZING CONSTRUCTING PAVEMENT ON HARRY STREET NECESSARY TO PROVIDE TURN LANES FROM HARRY STREET TO HERRINGTON (EAST OF GREENWICH, SOUTH OF HARRY) 472-84770 IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to authorize constructing pavement on Harry Street necessary to provide turn lanes from Harry Street to Herrington (east of Greenwich, south of Harry) 472-84770.

Said pavement shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to Twenty Thousand Dollars (\$20,000) exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro rata of 1 percent per month from and after August 1, 2008 exclusive of the cost of temporary financing.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

WILLOW CREEK EAST 2ND ADDITION

Lots 1 through 9, Block 1  
Lots 1 through 11, Block 2  
Lots 1 through 62, Block 3  
Lots 1 through 14, Block 4  
Lots 1 through 34, Block 5  
Lots 1 through 24, Block 6  
Lots 1 through 24, Block 7  
Lots 1 through 23, Block 8

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a fractional basis.

That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis: Lots 1 through 9, Block 1, Lots 1 through 11, Block 2, Lots 1 through 62, Block 3, Lots 1 through 14, Block 4, Lots 1 through 34, Block 5, Lots 1 through 24, Block 6, Lots 1 through 24, Block 7 and Lots 1 through 23, Block 8 WILLOW CREEK EAST 2ND ADDITION shall each pay 1/201 of the total cost of the improvement district.

Where the ownership of a single lot or tract is or may be divided into two or more parcels, the assessment to the lot or tract so divided shall be assessed to each ownership or parcel on a square foot basis. Except when

driveways are requested to serve a particular tract, lot, or parcel, the cost of the said driveway shall be in addition to the assessment to said tract, lot or parcel and shall be in addition to assessment for other improvements.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 8. Be it further resolved that the above-described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 18<sup>th</sup> day of November, 2008.

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CARL BREWER, MAYOR

ATTEST:

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KAREN SUBLETT, CITY CLERK

(SEAL)

**CERTIFICATE**

CITY OF WICHITA )  
SEDGWICK COUNTY) SS  
STATE OF KANSAS )

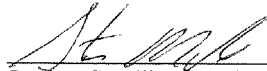
I, Stephen G. Miller, president of Clear Creek Development, L.L.C., owner of Willow Creek East 2<sup>nd</sup> Addition, Wichita, Sedgwick County, Kansas, do hereby certify that petitions for the following improvements have been submitted to the City Council of the City of Wichita, Kansas:

1. Street Improvements – Interior (Phase 1 and Phase 2)
2. Sanitary Sewer Improvements (Phase 1 and Phase 2)
3. Water Distribution System (Interior) (Phase 1 and Phase 2)
4. Storm Water Sewer System
5. Turn Lanes

As a result of the above-mentioned petitions for improvements, lots or portions thereof within Willow Creek East 2<sup>nd</sup> Addition, Wichita, Sedgwick County, Kansas may be subject to special assessments assessed thereto for the cost of construction the above-described improvements.

Signed this 28 day of Oct, 2008.

Clear Creek Development, L.L.C.

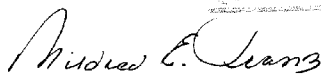
  
Stephen G. Miller, president

CITY OF WICHITA )  
SEDGWICK COUNTY) SS  
STATE OF KANSAS )

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of October, 2008, by Stephen G. Miller, president, Clear Creek Development, L.L.C., owner of Willow Creek East 2<sup>nd</sup> Addition, Wichita, Sedgwick County, Kansas.

Seal or Stamp





\_\_\_\_\_, Notary Public  
(signature of notary officer)

My appointment expires: 02-13 20 11

RESTRICTIVE COVENANT

This covenant, executed this 20 day of September, 2008

WITNESSETH: That,

WHEREAS, the undersigned is in the process of platting certain real property to be known as Willow Creek East 2<sup>nd</sup> Addition, Wichita, Sedgwick County, Kansas,

WHEREAS, as a part of the platting process, certain requirements have been made by the Wichita-Sedgwick County Metropolitan Area Planning Department regarding the maintenance of the Reserves being platted with the Addition.

NOW THEREFORE, the undersigned does hereby subject Willow Creek East 2<sup>nd</sup> Addition, Wichita, Sedgwick County, Kansas, to the following covenants and restrictions:


1. Maintenance of Reserves A, and B, Willow Creek East 2<sup>nd</sup> Addition, Wichita, Sedgwick County, Kansas, shall be the responsibility of Clear Creek Development, L.L.C., until such time that a homeowners association is formed and charged with maintenance responsibilities of said Reserves.
2. In the event that the undersigned, its successors or assigns, shall fail at any time to maintain the drainage improvements within said Reserves situated in Willow Creek East 2<sup>nd</sup> Addition, Wichita, Sedgwick County, Kansas, the appropriate governing body may serve a written Notice of Delinquency upon the undersigned setting forth the manner in which the undersigned has failed to maintain the drainage improvements. Such notice shall include a statement describing the obligation that has not been fulfilled and shall grant twenty (20) days within which the undersigned may fulfill the obligations. If said obligation is not fulfilled within the time specified, the appropriate governing body, in order to preserve the taxable value of the properties within the Addition, to insure proper functioning of the drainage improvements or to prevent the reserves from becoming a nuisance, may enter upon

said Reserves and perform the obligations listed in the Notice of Delinquency. All costs incurred by the governing body, in carrying out the obligations of the undersigned may be assessed against the Reserves situated in Willow Creek East 2<sup>nd</sup> Addition, Wichita, Sedgwick County, Kansas, in the same manner as provided by law for such assessments and said assessments may be established as liens upon said Reserves. Should the undersigned, its successors or assigns, upon receipt of said Notice of Delinquency believe that the obligations described in said Notice of Delinquency are not proper for any reason, may, within the twenty-day period to be provided in said notice, apply for a hearing before the governing body having jurisdiction over the Notice of Delinquency, to appeal said assessments and any further proceedings with respect to such appeal.

3. This covenant is binding on the owners, their successors and assigns and is a covenant running with the land and is binding on all successors in title to the above described property.
4. The covenants, conditions, and restrictions on the property created and established in this instrument may be waived, terminated, or modified only upon written consent of the City of Wichita, and the County of Sedgwick. No such waiver, termination or modification shall be effective until such written consent is recorded in the office of the Register of Deeds for Sedgwick County, Kansas.

EXECUTED the day and year first above written.

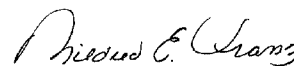
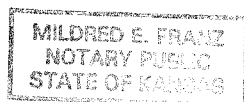
Clear Creek Development, L.L.C.



Stephen G. Miller, president

STATE OF KANSAS )  
                                  ) SS  
SEDGWICK COUNTY)

The foregoing instrument acknowledged before me this 8<sup>th</sup> day of September, 2008, by Stephen G. Miller, president, Clear Creek Development, L.L.C., owner of Willow Creek East 2<sup>nd</sup> Addition, Wichita, Sedgwick County, Kansas.



Notary Public

*My Appointment Expires: 02-13-2011*

**RESTRICTIVE COVENANT  
(OFF STREET PARKING)**

THIS DECLARATION made this 8<sup>th</sup> day of September, 2008, by  
Stephen G. Miller, president of Clear Creek Development, L.L.C., owner, Willow Creek East 2<sup>nd</sup>  
Addition, Wichita, Sedgwick County, Kansas.

WITNESSETH

WHEREAS, Declarant is owner of the following described property:

WILLOW CREEK EAST 2<sup>ND</sup> ADDITION, WICHITA, SEDGWICK COUNTY, KANSAS

WHEREAS, the Declarant in connection therewith desires that restrictions involving off-  
street parking be placed of record.

NOW THEREFORE Declarant hereby declares and covenants that each of the following  
described residential Lots shall provide four (4) off-street parking spaces per dwelling unit on  
each Lot.

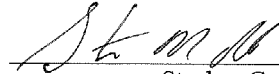
Lot 9, Block 1; Lot 1, Block 2; Lots 5 through 31 and Lots 49 through 60, Block  
3; Lots 1 through 14, Block 4; Lots 13 through 24, Block 6; Lots 1 through 24,  
Block 7; Lots 1 through 12, Block 8, all in Willow Creek East 2<sup>nd</sup> Addition,  
Wichita, Sedgwick County, Kansas.

This covenant shall be binding on the owner, their heirs, or successors or assigns and is a  
covenant running with the land.

The covenants, conditions, and restrictions on the property created and established in this instrument may be waived, terminated, or modified only upon written consent of the City of Wichita. No such waiver, termination or modification shall be effective until such written consent is recorded in the office of the Register of Deeds for Sedgwick County, Kansas.

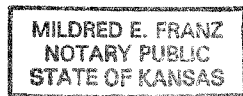
EXECUTED the day and year first above written.


Clear Creek Development, L.L.C.

  
Stephen G. Miller, president

STATE OF KANSAS )  
                          ) SS  
SEDGWICK COUNTY)

The foregoing instrument acknowledged before me this 8<sup>th</sup> day of September, 2008, by Stephen G. Miller, president, Clear Creek Development, L.L.C., owner of Willow Creek East 2<sup>nd</sup> Addition, Wichita, Sedgwick County, Kansas.



  
Notary Public

My Appointment expires: 02-13-2011

**City of Wichita  
City Council Meeting  
November 18, 2008**

**TO:** Mayor and City Council Members

**SUBJECT:** A08-13R Request by Kurt Bachman and Brad Bachman, of CBB Northlakes, LLC, to annex land generally located south of 53<sup>rd</sup> Street North and west of Meridian Avenue. (District VI)

**INITIATED BY:** Metropolitan Area Planning Department

**AGENDA:** Planning (Consent)

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**Recommendation:** Approve the annexation request, place the ordinance on first reading and authorize the necessary signatures.

**Background:** The City has received a request to annex 10.23 acres of land generally located south of 53<sup>rd</sup> Street North and west of Meridian Avenue. The annexation area abuts the City of Wichita to the south. The property does not contain any structures at this time. On October 16, 2008, the Subdivision Committee of the Metropolitan Area Planning Commission approved the one-step final plat of the Moorings 11<sup>th</sup> Addition, subject to staff comments. It is anticipated that 11 single-family units will be developed within the next five years.

**Analysis:**

**Land Use and Zoning:** The proposed annexation consists of approximately 10.23 acres of property currently zoned "SF-20" Single-Family Residential. Upon annexation, the "SF-20" Single-Family Residential zoning will convert to "SF-5" Single-Family Residential. Property directly to the north, east and west is agricultural land with a few outbuildings and is currently zoned "SF-20" Single-Family Residential. Property to the south is currently undeveloped, but has been platted as the Moorings 10<sup>th</sup> Addition, which is anticipated to be developed within the next five years. Moorings 10<sup>th</sup> Addition is zoned "SF-5" Single-Family Residential.

**Public Services:** At this time, 8" water and sanitary sewer lines are under contract to be constructed within the Moorings 10<sup>th</sup> Addition, located just south of the proposed annexation site. The property owner will be required to extend water and sewer mains to serve the proposed annexation property.

**Street System:** There are currently no roads that are directly adjacent to the proposed annexation site. The Sedgwick County Capital Improvement Program 2008-2012, the City of Wichita Capital Improvement Program (CIP) 2007-2016 and the 2008 Transportation Improvement Program do not call for street improvements near the proposed annexation site.

**Public Safety:** Fire protection is currently provided to the area on the basis of a first-responder agreement between the City and County, and that service will continue following annexation. Wichita will provide fire protection from Fire Station No. 13, located at 3162 W. 42<sup>nd</sup> Street North, with a five (5) to six (6) minute response time. Upon annexation, police protection will be provided to the area by the Patrol North Bureau of the Wichita Police Department, headquartered at 3015 East 21<sup>st</sup> Street North.



**Parks:** The Brooks Tract Park is currently being developed, which is a 272-acre park located approximately 1/4 mile to the southwest of the proposed annexation site. In addition, Hellers Park is a 32-acre park, located approximately 2 miles to the southeast of the proposed annexation site. Hellers Park contains a half-mile dirt trail and is designated as a Wichita Wild Habitat Area. According to the 1996 Parks and Open Space Master Plan, a potential pathway has been identified that would run along 53rd Street, north of the subject property.

**School District:** The annexation property is part of the Unified School District 262 (Valley Center School District). Annexation will not change the school district.

**Comprehensive Plan:** The proposed annexation is consistent with the Wichita-Sedgwick County Comprehensive Plan. The annexation property falls within the 2030 Wichita Urban Growth Area, as shown in the Plan.

**Financial Considerations:** The current approximate appraised value of the proposed annexation lands, according to County records, is \$2,780 with a total assessed value of \$834. Using the current City levy (\$31.979/\$1000 x assessed valuation), this roughly yields \$23 in City annual tax revenues for the property. The future assessed value of this property will depend on the type and timing of any other developments on the proposed annexation property and the current mill levy. At this time, the property owner is anticipating that approximately 11 single-family housing units will be developed within the next five years. The total appraised value of this residential development after completion is estimated at \$7,150,000. Assuming the current City levy remains about the same, this would roughly yield a total of \$26,295 in City annual tax revenues.

**Goal Impact:** Approving the annexation request would impact Wichita's goal to ensure efficient infrastructure, for annexation of this property would assist the City in satisfying the demand for new infrastructure needed to support growth and development.

**Legal Considerations:** The property is eligible for annexation under K.S.A. 12-519, *et seq.*

**Recommendations/Actions:** Approve the annexation request, place the ordinance on first reading and authorize the necessary signatures.

PUBLISHED IN THE WICHITA EAGLE ON NOVEMBER 28, 2008

ORDINANCE NO.48-117

AN ORDINANCE INCLUDING AND INCORPORATING CERTAIN BLOCKS, PARCELS, PIECES AND TRACTS OF LAND WITHIN THE LIMITS AND BOUNDARIES OF THE CITY OF WICHITA, KANSAS. (A08-13)

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. The governing body, under the authority of K.S.A. 12-519, et seq, hereby annexes the following blocks, parcels, pieces and tracts of land and they are hereby included and brought within the corporate limits of the City of Wichita, Kansas and designated as being part of City Council District VI respectively:

A tract of land lying in the Northwest Quarter, Section 24, Township 26 South, Range 1 West, of the 6<sup>th</sup> Principal Meridian, Sedgwick County, Kansas; said tract being more particularly described as follows:

BEGINNING at the northwest most corner of Reserve "C", The Moorings Tenth Addition, an addition to Wichita, Sedgwick County, Kansas; thence along the northerly lines of said addition for the next seven courses on an platted basis of bearing of S13°27'48"E, 200.28 feet to an extended northerly right-of-way line of Crystal Beach Circle; thence S76°32'12"W, 86.20 feet to a point on a curve to the right; thence along the said curve 131.51 feet, said curve having a central angle of 44°03'56", a radius of 171.00 feet, and a long chord distance of 128.30 feet, bearing N81°25'49"W; thence N59°23'50"W, 133.11 feet to a point on a non-tangent curve to the left; thence along the said curve 147.59 feet, said curve having a central angle of 169°07'29", a radius of 50.00 feet, and a long chord distance of 99.55 feet, bearing N63°09'52"W; thence along the north line of Lot 5, Block 5, said addition, S82°04'00"W, 162.45 feet; thence along the west line of said Lot 5, S02°32'03"W, 124.38 feet to a north line of Annexation Ordinance No. 43-578 published September 26<sup>th</sup>, 1997; thence along said north line of annexation ordinance S89°39'27"W, 281.24 feet; thence N00°00'00"W, 168.54 feet; thence N39°06'44"E, 78.44 feet to a point on a non-tangent curve to the right; thence along the said curve 106.18 feet to a point on a non-tangent curve to the right, said curve having a central angle of 121°40'18", a radius of 50.00 feet, and a long chord distance of 87.32 feet, bearing N09°56'53"E; thence along the said non-tangent curve to the right 45.77 feet, said curve having a central angle of 14°39'01", a radius of 179.00 feet, and a long chord distance of 45.64 feet, bearing N30°23'00"E; thence N52°17'29"W, 199.15 feet; thence N00°04'37"W, 162.31 feet; thence N89°55'23"E, 746.02 feet; thence S00°04'37"E, 221.80 feet to a point on a non-tangent curve to the right; thence along the said curve 189.86 feet, said curve having a central angle of 60°46'17", a radius of 179.00 feet, and a long chord distance of 181.08 feet, bearing S43°50'56"E; thence S13°27'48"E, 57.72 feet to the POINT OF BEGINNING.

SECTION 2. That if any part or portion of this ordinance shall be held or determined to be illegal, ultra vires or void the same shall not be held or construed to alter, change or annul any terms or provisions hereof which may be legal or lawful. And in the event this ordinance in its entirety shall be held to be ultra vires, illegal or void, then in such event the boundaries and limits of said City shall be held to be those heretofore established by law.

SECTION 3. That the City Attorney be and he is hereby instructed at the proper time to draw a resolution redefining the boundaries and limits of the City of Wichita, Kansas, under and pursuant to K.S.A. 12-517, et seq.

SECTION 4. This ordinance shall become effective and be in force from and after its adoption and publication once in the official city paper.

ADOPTED at Wichita, Kansas, this November 25<sup>th</sup>, 2008.

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Carl Brewer, Mayor

ATTEST:

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Karen Sublett, City Clerk

Approved as to form:

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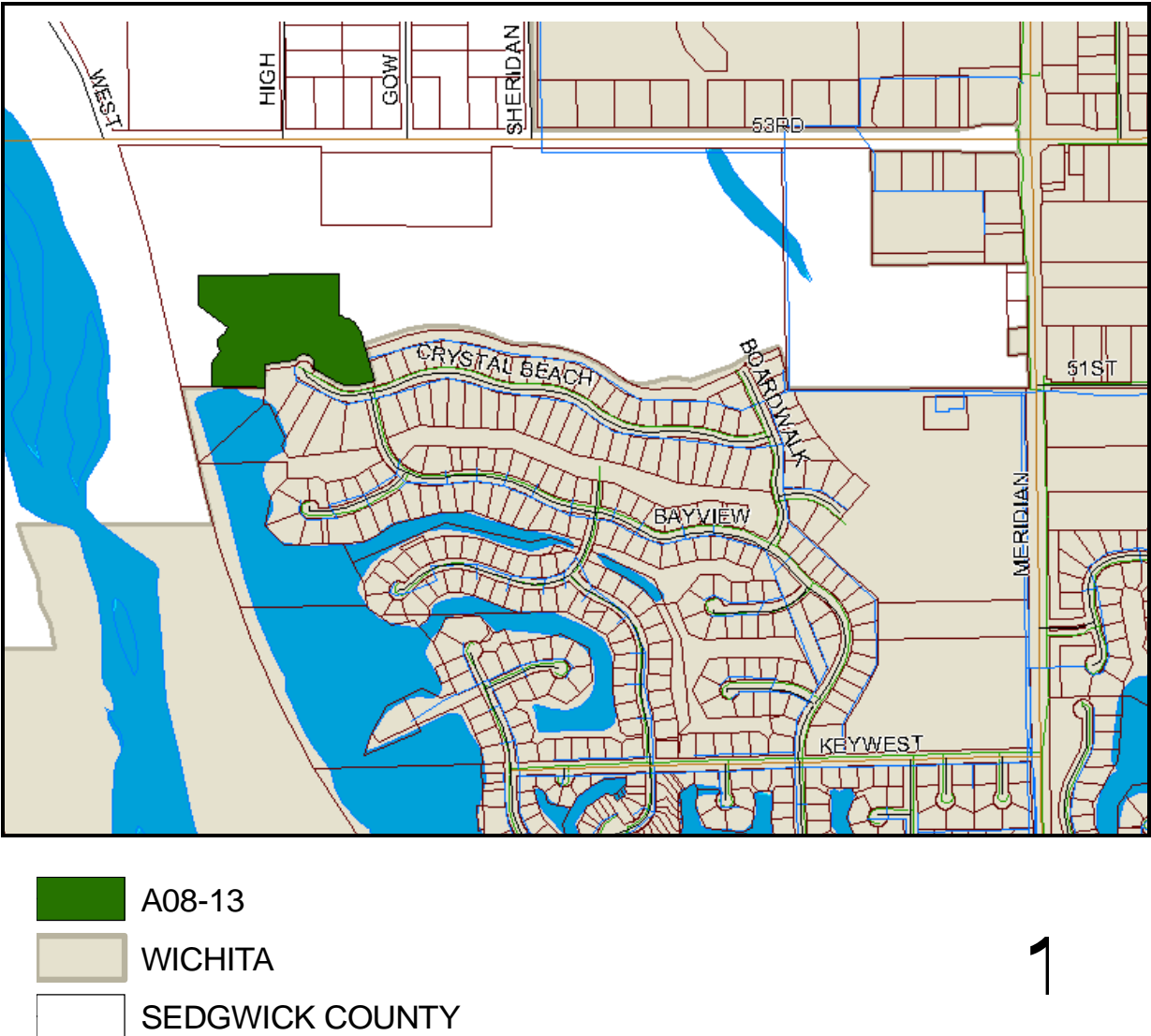
Gary E. Rebenstorf, Director of Law

An ordinance including and incorporating certain blocks, parcels, pieces, and tracts of land within the limits and boundaries of the City of Wichita, Kansas, and relating thereto.

**General Location:** Land generally located south of 53<sup>rd</sup> Street North and west of Meridian Avenue. (District VI)

Address:		Reason(s) for Annexation:	
10.23	Area in Acres	<input checked="" type="checkbox"/> X	Request
0	Existing population (est.)	<input type="checkbox"/>	Unilateral
0	Existing dwelling units	<input type="checkbox"/>	Island
0	Existing industrial/commercial units	<input type="checkbox"/>	Other:

Existing zoning:	"SF-20" Single-Family Residential
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## EXCERPT OF THE OCTOBER 9, 2008 MAPC HEARING

**Case No.: ZON2008-49** – West Side Church of Christ, Attn: Darrell Phipps (owner/applicant), Baughman Company, P.A., Attn: Phil Meyer (agent) Request City zone change from SF-5 Single-family Residential to LC Limited Commercial on property described as:

Lot 15, except the east 7.5 feet thereof, Hatcher-Gomez Addition, Wichita, Sedgwick County, Kansas. Generally located east of S. Meridian and north of I 235 (3500 S. Meridian Ave.).

**BACKGROUND:** The applicant is requesting LC Limited Commercial (“LC”) zoning for the 1.9-acre platted SF-5 Single-family Residential (“SF-5”) zoned site. The site is currently developed with a church located on the north-central part of the property. The site is located approximately 400-feet north of I-235, on the west side of South Meridian Avenue. The requested LC zoning would allow the applicant to market the site for commercial development.

**The site is located across Meridian Avenue from the Meridian Outlet Mall Community Unit Plan (“CUP”) DP-138. That entire CUP is zoned LC and is developed with both sit-down and drive-thru restaurants, a YMCA, a library and a fire station. The CUP also contains a couple undeveloped parcels. Property to the south of the subject site is zoned LC and is currently undeveloped. Property north of the subject site is zoned B Multi-family Residential (“B”) and is developed with a church. The property abutting the east property line is zoned SF-5 and is developed with a single-family residence.**

**CASE HISTORY:** The site is located in the Hatcher-Gomez Addition, recorded on June 7, 1955.

### **ADJACENT ZONING AND LAND USE:**

NORTH:	B	Church
SOUTH:	LC	Vacant Land
EAST:	SF-5	Residence
WEST:	LC	Fast Food Restaurant(s)

**PUBLIC SERVICES:** The site has access to South Meridian Avenue, a four-lane minor arterial, with 50-foot of half-street right-of-way. Average daily trips (ADT) along this section of Meridian Avenue are approximately 12,500 ADT. The site is also located approximately 400 feet north of I-235, a four-lane interstate highway with approximately 37,400 ADT. Municipal sewer and water services and all other utilities are available.

**CONFORMANCE TO PLANS/POLICIES:** The “2030 Wichita Functional Land Use Guide” of the Comprehensive Plan identifies this site as appropriate for “major institutional” type uses. The “major institutional” category includes institutional facilities of a significant size and scale of operation and could include a range of such uses as: government facilities, military bases, libraries, schools, cemeteries, churches, hospital and medical treatment facilities. The requested “LC” zoning and the uses permitted in it would be classified as “local commercial” by the Guide. The “local commercial” category’s uses are local in their customer base and include: commercial, office, personal services, medical, auto repair, grocery stores, florist shops, service stations, restaurants and on a limited presence basis mini-storage warehousing and small scale light manufacturing. However, the subject site is bordered to the south and west by properties categorized as “local commercial” on the land use guide and many uses that are classified in the “major institutional” category can be developed on property zoned LC.

**RECOMMENDATION:** Based upon information available prior to the public hearings, planning staff recommends that the request for the LC Local Commercial zoning be APPROVED.

This recommendation is based on the following findings:

1. The zoning, uses and character of the neighborhood: The site is located across Meridian Avenue from the Meridian Outlet Mall Community Unit Plan (“CUP”) DP-138. That entire CUP is zoned LC and is developed with both sit-down and drive-thru restaurants, a YMCA, a library and a fire station. The CUP also contains a couple undeveloped parcels which may be occupied with future commercial development. Property to the south of the subject site is zoned LC and is currently undeveloped. Property north of the subject site is zoned B Multi-family Residential (“B”) and is developed with a church. The property abutting the east property line is zoned SF-5 and is developed with a single-family residence.
2. The suitability of the subject property for the uses to which it has been restricted: The site could be developed under the current zoning with single-family residences. However, this may not be a desirable single-family residential location due to proximity of high traffic volumes from Meridian Avenue and I-235 and the commercial uses located directly across Meridian from the subject site.
3. Extent to which removal of the restrictions will detrimentally affect nearby property: Rezoning and commercial development could have negative effects on the single-family residence east of the application area. Existing codes would require compatibility setbacks, screening, landscaping, limit noise, and prohibit certain uses within 200 feet of residences.
4. Conformance of the requested change to the adopted or recognized Comprehensive Plan and policies: The “2030 Wichita Functional Land Use Guide” of the Comprehensive Plan identifies this site as appropriate for “major institutional” type uses. The “major institutional” category includes institutional facilities of a significant size and scale of operation and could include a range of such uses as: government facilities, military bases, libraries, schools, cemeteries, churches, hospital and medical treatment facilities. The requested “LC” zoning and the uses permitted in it would be classified as “local commercial” by the Guide. The “local commercial” category’s uses are local in their customer base and include: commercial, office, personal services, medical, auto repair, grocery stores, florist shops, service stations, restaurants and on a limited presence basis mini-storage warehousing and small scale light manufacturing. However, the subject site is bordered to the south and west by properties categorized as “local commercial” on the land use guide and many uses that are classified in the “major institutional” category can be developed on property zoned LC.
5. Impact of the proposed development on community facilities: Provided that drainage and traffic access policies are met, community facilities should not be impacted by the proposed development. Other usually provided municipal services are available or can be extended.

**DERRICK SLOCUM**, Planning Staff presented the Staff Report. He reported that DAB IV approved the item 8-0; however, he also indicated that there was opposition at the DAB meeting due to concerns over property values.

**RUSS EWY, BAUGHMAN COMPANY, AGENT FOR THE APPLICANT** commented that they were in agreement with staff recommendation on this item.

**KRISTI ALMOND GUTERREZ, 2321 WEST 34<sup>th</sup> STREET SOUTH**, indicated that she lived to the east, directly behind the property in question. She said they have heard “hearsay” that this is going to be a restaurant and they are concerned about the noise volume because their children’s bedroom is located on the west side of their home as well as the living area and garage. She said they are also concerned about the survey marker which is on their property and asked if the application is re-evaluating property lines, easements and how close to their property the restaurant will be built. She said it was suggested at the DAB that they be allowed some type of say in the landscaping, lighting, and how close trash cans can be to their house. She said this is going to add tons of traffic in their area which already has a Wendy’s, Subway, and Taco Bell. She said the speakers from those establishments already disturb their peace and quiet. She said this site is literally in their front yard. She also mentioned pollution from semi trucks delivering to the location. She said they realize that this request is probably going to be approved but requested that they have some sort of input.

Responding to a question from **JOHNSON, GUTERREZ** explained that their front door faces west (toward the back of the church) and their front yard is on the north.

**EWY** said that this was a fairly large property and that development will occur on the western portion of the site. He said it was within his ability, on behalf of the applicant, to offer to do extra landscaping along the east property line adjacent to the **GUTERREZ’s** residence. He referenced the DAB discussion and commented that they were willing to do one and one-half times the landscaping required, and to keep order boards and queuing lanes at least 150 feet from the east property line. He said they would agree to those restrictions. Regarding the stake in the **GUTERREZ’s** driveway, **EWY** said he would have to verify with the surveyors. He added that the lot was 375 feet deep.

**FOSTER** asked if the one and one-half times additional landscaping meant larger plant materials or increased massing. He also asked about the screen fencing.

**EWY** said the one and one-half times landscaping will be increased density of plant materials and more massing. He added that they plan on installing a 6-8 foot cedar fence for screening.

**MOTION:** To approve subject to staff recommendation, in addition to one and one-half times the landscaping requirement and the provision that no order boards or queuing lanes be within 150 feet of the east property line.

**JOHNSON** moved, **MITCHELL** seconded the motion, and it carried (10-0).

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**JOHNSON** recused himself from voting on the item and left the bench.



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## INTEROFFICE MEMORANDUM

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**TO:** Wichita City Council  
MAPC Members

**FROM:** Kelli Glassman,, Neighborhood Assistant, District 4

**SUBJECT:** ZON2008-00049

**DATE:** October 7, 2008

On Wednesday, October 1, the *District Advisory Board (DAB) for Council District 4* considered a request for zone change from SF-5 Single-family Residential (“SF-5”) to LC Limited Commercial (“LC”) in the area generally located north and east of south Meridian Avenue and I-235 (3500 South Meridian Avenue)

The Board and citizens presents asked the following questions and had the following concerns:

- What will be developed on this property?
- Is there other property nearby that could be considered for this development?
- Any opposition from church and neighbors regarding this case?
- How does the church define ownership of their property?
- It has been suggested that a fast food restaurant will be placed at this location so residents and the Board have the following concerns:
  - The restaurant would basically be in their front/back yard (making it also difficult to sell their houses)
  - Increased noise from speakers and traffic (can already here drive-thru speakers on the other side of the street from other restaurants)
  - Increased trash in resident yards (already an issue with existing restaurants in the area)
  - Increased traffic flow through neighborhood and difficulty finding parking
  - Property taxes will raise if another establishment locates here

The DAB Members were provided the public notice and MAPD staff comments for review.

**DAB members voted 7-1 to recommend approval of the request with a protective overlay for the site to accommodate neighbors as much as possible.**

Please review this information when this request is considered.





S MERIDIAN AVE

S ST CLAIR AVE

S ST CLAIR AVE

S EVERETT AVE

W 35TH ST S

W 34TH ST S

Case                      ZON2008-00049  
Total Area                      442,476 sq. ft.  
Application Area                      80,910 sq. ft.  
Street R/W                      128,060 sq. ft.  
Net Area                      233,506 sq. ft.  
20% of Net Area                      46,701 sq. ft.  
Net Protest Area                      30,925 sq. ft.  
Total % Protesting                      13.24%



CALCULATION AREA



PROTEST WITHIN  
CALCULATION AREA



PROTEST OUTSIDE  
CALCULATION AREA

City of Wichita  
City Council Meeting  
November 18, 2008

**TO:** Mayor and City Council

**SUBJECT:** ZON2008-00049 – City zone change from SF-5 Single-family Residential (“SF-5”) to LC General Commercial (“LC”) subject to a Protective Overlay; generally located north and east of South Meridian Avenue and I-235. (District IV)

**INITIATED BY:** Metropolitan Area Planning Department

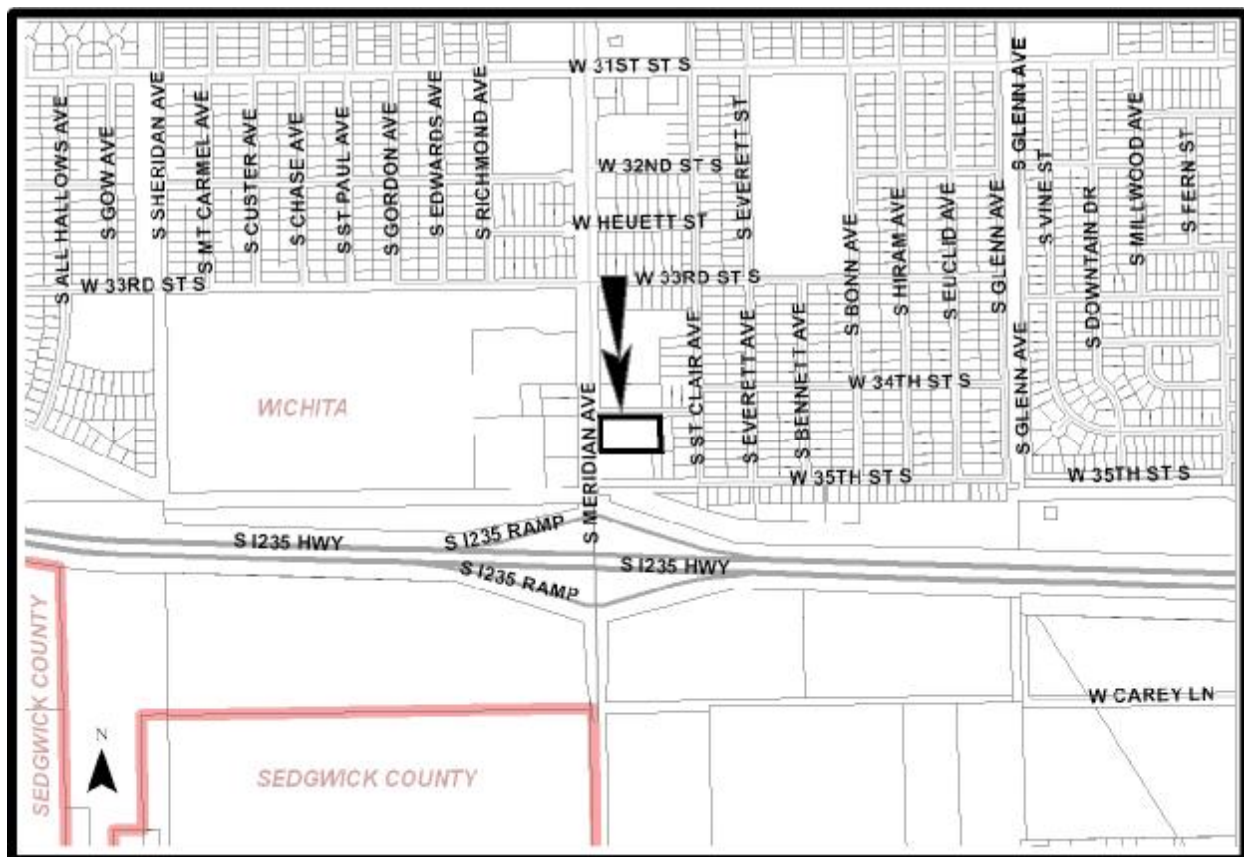
**AGENDA:** Planning (Consent)

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**DAB IV Recommendation:** Approve, vote (7-0)

**MAPC Recommendation:** Approve, subject to staff recommendations and the addition of a Protective Overlay, vote (10-0)

**MAPD Staff Recommendation:** Approve



**Background:** The applicant is requesting LC Limited Commercial (“LC”) zoning for the 1.9-acre platted SF-5 Single-family Residential (“SF-5”) zoned site. The site is currently developed with a church located on the north-central part of the property. The site is located approximately 400-feet north of I-235, on the west side of South Meridian Avenue. The requested LC zoning would allow the applicant to market the site for commercial development.

The site is located across Meridian Avenue from the Meridian Outlet Mall Community Unit Plan (“CUP”) DP-138. That entire CUP is zoned LC and is developed with both sit-down and drive-thru restaurants, a YMCA, a library and a fire station. The CUP also contains a couple undeveloped parcels. Property to the south of the subject site is zoned LC and is currently undeveloped. Property north of the subject site is zoned B Multi-family Residential (“B”) and is developed with a church. The property abutting the east property line is zoned SF-5 and is developed with a single-family residence.

**Analysis:** At the DAB IV meeting held on October 1, 2008, the DAB voted (7-1) to recommend approval per planning staff recommendations and with a protective overlay for the site to accommodate neighbors as much as possible. The DAB members and three citizens at the meeting had concerns including: what would be developed on the property; is there other property nearby that could be developed; increased traffic and what effect would the proposed zone change have on the property values and property taxes.

At the MAPC meeting held October 9, 2008, the MAPC voted (10-0) to recommend approval of the request for LC zoning subject to staff recommendations and with the addition of Protective Overlay #225 with the recommended provisions stated below:

1. One and one half time the landscape requirement.
2. No order boards or queuing lanes within 150 feet of the east property line.

At the MAPC meeting, one citizen spoke in opposition to the case. Five protest petitions have been filed on this case; however, two are outside the notification area and the remaining three protests equal 13.24% of the notified land area. Therefore, a simple majority vote will be needed to approve the request since the 20% threshold for a  $\frac{3}{4}$  majority vote was not achieved.

**Financial Considerations:** None.

**Goal Impact:** Promote Economic Vitality

**Legal Considerations:** The ordinance has been reviewed and approved as to form by the Law Department.

**Recommendation/Actions:**

1. Adopt the findings of the MAPC, approve the zone change and place the ordinance on first reading;  
or
2. Return the application to the MAPC for reconsideration.

(An override of the Planning Commission’s recommendation requires a two-thirds majority vote of the City Council on the first hearing.)

ORDINANCE NO. 48-115

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

BE IT ORDAINED BY THE GOVERNING BODY  
OF THE CITY OF WICHITA, KANSAS.

**SECTION 1.** That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the zoning classification or districts of the lands legally described hereby are changed as follows:

**Case No. ZON2008-00049**

Zone change request from SF-5 Single-family Residential ("SF-5") to LC Limited Commercial ("LC") subject to Protective Overlay #225 on property described as:

Lot 15, except the east 7.5 feet thereof, Hatcher-Gomez Addition, Wichita, Sedgwick County, Kansas; generally located north and east of south Meridian Avenue and I-235.

**SUBJECT TO THE FOLLOWING PROVISIONS OF PROTECTIVE OVERLAY DISTRICT #225:**

1. One and one half time the landscape requirement.
2. No order boards or queuing lanes within 150 feet of the east property line.

**SECTION 2.** That upon the taking effect of this Ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita-Sedgwick County Unified Zoning Code as amended.

**SECTION 3.** That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

**ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2008.**

**ATTEST:**

\_\_\_\_\_  
Karen Sublett, City Clerk

\_\_\_\_\_  
Carl Brewer, Mayor

(SEAL)

Approved as to form:

\_\_\_\_\_  
Gary E. Rebenstorf, Director of Law

## EXCERPT OF THE OCTOBER 9, 2008 MAPC HEARING

**Case No.: ZON2008-50 and CUP2008-33** –John Dugan (owner), Baughman Company, P.A., c/o Phil Meyer Request City zone change from SF-5 Single-family Residential to LC Limited Commercial and creation of the Turkey Creek Commercial Community Unit Plan on property described as;

Beginning at the Southwest Corner of the Southwest Quarter of Section 36, Township 27 South, Range 2 West of the 6<sup>th</sup> Principal Meridian, Sedgwick County, Kansas; thence North 00 degrees 03'21" West along the West line of said Southwest Quarter, 627.63 feet; thence North 89 degrees 56'39" East perpendicular to the West line of the Southwest Quarter, 249.20 feet to the Southwest Corner of Lot 54, Block C, Turkey Creek 3<sup>rd</sup> Addition, Wichita, Sedgwick County, Kansas; thence continuing North 89 degrees 56'39" East along the South line of said Lot 54 and Lot 53 in said Block C, 410.80 feet to the Northwest corner of Lot 33 in said Block C; thence South 00 degrees 03'21" East along a line of said Block C, and as extended Southerly, 630.03 feet to a point on the South line of said Southwest Quarter; thence North 89 degrees 50'50" West along the South line of said Southwest Quarter, 660.00 feet to the point of beginning, subject to road rights-of-way of record. Generally located on the northeast corner of W. Pawnee Ave. and 135th St. West.

**BACKGROUND:** The applicant proposes to create a Commercial Community Unit Plan ("CUP") containing approximately 8.6 acres consisting of three parcels for development. The property is currently zoned SF-5 Single-family Residential ("SF-5") and the proposed zoning is "LC" Limited Commercial. The property is located on the northeast corner of Pawnee Avenue and 135<sup>th</sup> Street West. Parcel 1 is 1.28 acres in size and is located in the southwest corner of the subject site, right at the intersection of Pawnee and 135<sup>th</sup> Street. Parcel 2 is 1.36 acres in size and is located along 135<sup>th</sup> Street West in the north and east part of the proposed CUP. Parcel 3, the largest parcel, is 4.97 acres in size and occupies approximately the east half of the subject site.

Requested uses would be those allowed by right in LC except: adult entertainment establishments; sexually oriented business; correctional placement residences; night club in the city; and tavern and drinking establishments. Restaurants that serve liquor can be developed and may serve liquor, as long as food is the primary service of the establishment. Restaurants with drive-through windows, convenience stores, service stations, and vehicle repair, limited, will not be permitted within 200 feet of residential uses. Restaurants with drive-through windows shall be designed to ensure queuing lanes for drive-through windows will not align vehicle headlights in such a manner as to face residential zoning. No overhead doors shall be allowed within 200 feet of residential uses and shall not be facing any residentially zoned district. Exterior audio systems that project sound beyond the boundaries of the CUP are prohibited.

Maximum building coverage would be 30 percent of the land area. Maximum gross floor area would be 35 percent. Building setbacks are 35 feet on arterial streets and the north and east property lines.

Buildings would have uniform architectural compatibility and shared landscape palette; parking lots would have similar or consistent lighting elements, limited to 24 feet in height, including the base, and staff will request that the lighting elements be lowered to 15 feet within 100 feet of residential use. All exterior lighting shall be shielded to direct light disbursement in a downward direction, while the use of back lit canopies and neon or fluorescent tube lighting on buildings is not permitted.

Screening walls would be located on the north and east property lines, where adjacent to residential property and are to be a 6 to 8 feet high concrete/masonry with a construction pattern and color that is

consistent or compatible with the building walls. Development of all parcels within the CUP shall comply with the Landscape Ordinance of the City of Wichita, with a shared palette of landscape materials among parcels.

Each parcel would be permitted at least one free standing sign per arterial frontage with area restrictions. Parcel 1 could have up to 150 sq. ft. of signage along Pawnee, and 150 sq. ft. of signage along 135<sup>th</sup> Street West. Parcel 2 could have up to 150 sq. ft. of signage along 135<sup>th</sup> Street West, while Parcel 3 could have a maximum of two signs with a combined area of 200 sq. ft. of signage along Pawnee and one sign along 135<sup>th</sup> Street West with a maximum area of 175 sq. ft. As the frontage develops along the arterial roadways, monument type signs shall be spaced a minimum of 150 feet apart, irrespective of how land is leased or sold and share similar elements in design. Flashing signs (except for signs showing only time, temperature and other public service messages), rotating or moving signs, signs with moving lights or signs which create illusions or movement are not permitted. Portable, billboards and off-site signs are not permitted, nor will signs be allowed on the rear of any building. Window display signs are limited to 25% of the window area and all freestanding signs must be monument type and shall have a recommended maximum height of 15 feet.

The site currently is in agricultural use and is currently unplatted. The property to the south is zoned “SF-20” Single-family Residential and to the north is zoned SF-20 and SF-5; current development to the south and north consists of farmsteads, agricultural tracts and large suburban tracts. Also, to the north of the subject site, there is vacant, platted residential property known as Turkey Creek 3<sup>rd</sup> Addition. A single-family residence and agricultural land, are located to the west on property zoned SF-20. The remainder of the Turkey Creek 3<sup>rd</sup> Addition, a platted single-family residential subdivision, zoned SF-5, abuts the east property line of the subject site.

**CASE HISTORY:** The property is unplatted. The property was annexed to the City of Wichita effective November 16, 2006.

**ADJACENT ZONING AND LAND USE:**

NORTH:	SF-5, SF-20	Residence, Agricultural Land
SOUTH:	SF-20	Residences
EAST:	SF-5	Vacant Residential Property
WEST:	SF-20	Farmstead

**PUBLIC SERVICES:** Two access openings are shown on the CUP for both Pawnee Avenue and 135<sup>th</sup> Street West. For both streets, the access nearest the intersection of Pawnee and 135<sup>th</sup> Street are described as being right-in/right-out only because it is less than 400 feet from the intersection. Pawnee Avenue is a paved rural major collector developed as a two-lane road. 135<sup>th</sup> Street West is a two-lane unpaved rural major collector. Construction is currently taking place to pave this stretch of 135<sup>th</sup> Street West to Kellogg (US-54). There are currently no traffic counts at this location. A petition was made in 2004 for city water and sewer service to be extended to the site as well as for the residential development to the north and east of the subject site. Over time, with the expansion of the residential development, city services will be extended to the subject site.

**CONFORMANCE TO PLANS/POLICIES:** The “2030 Wichita Functional Land Use Guide, as amended May 2005” of the *1999 Update to the Wichita-Sedgwick County Comprehensive Plan* identifies this area as within the 2030 Wichita urban growth area and as appropriate for “urban development mix.” This category encompasses areas of land that will likely be developed or redeveloped within the next 30 years with uses predominately found in the Urban Residential Use category. However, there is a strong likelihood that concentrations and pockets of Major Institutional Uses, Local Commercial uses and Park

and Open Space Uses will ultimately be developed within this area as well, based upon market driven location factors. The proposed development is in conformance with this designation.

Commercial Objective III.B encourages future commercial areas to: “Develop future retail/commercial areas which complement existing commercial activities, and provide convenient access to the public and minimize detrimental impacts to other adjacent land uses.” The tract has access due to its location on West Pawnee Avenue and 135<sup>th</sup> Street West, but currently 135<sup>th</sup> Street West is under construction to improve the road with a paved surface which will connect Kellogg (K-54) and Pawnee. No significant clusters of retail commercial activities are located at this intersection today although the northeast and southeast corners also are designated for local commercial use. Minimizing detrimental impacts to the residential neighborhood to the north and east (Turkey Creek 3<sup>rd</sup> Addition) and the single-family residences to the south and west has been improved with additional land use and site restrictions included within the CUP. Strategy III.B.2 seeks to integrate out parcels to planned centers through shared internal circulation, shared signage, similar landscaping and building materials, and combined ingress/egress locations. The proposed CUP incorporates architectural, landscaping, parking lot elements and lighting and signage consistency and/or compatibility, cross-lot circulation, a site circulation plan, and combined ingress-egress. Strategy III.B.3 seeks to reduce access points along arterial streets; the number of access points requested on the CUP is within the range allowed by urban standards, with a right-in/right-out and full movement access on both Pawnee Avenue and 135<sup>th</sup> Street. Both right-in/right-outs are greater than 200 feet from the centerline of the opening to the centerline of the intersection. Also, the full movement openings on both streets are greater than 400 feet from centerline to centerline.

Commercial Locational Guideline #1 of the Comprehensive Plan recommends that commercial sites should be located adjacent to arterial streets. The proposed development complies with this guideline. Commercial Locational Guideline #3 recommends site design features that limit noise, lighting and other aspects that may adversely affect residential use, and #4 recommends compact clusters versus extended strip development. The proposed CUP restricts the height of parking lot lighting to 24 feet, reduced to 15 feet within 100 feet of residential use and reduces the types of uses, restricts overhead doors and drive-through uses located near to residential lots.

**RECOMMENDATION:** Based on these factors, plus the information available prior to the public hearing, staff recommends the request be APPROVED subject to platting within one year, and subject to the following conditions:

- A. APPROVE the zone change (ZON2008-00050) to LC Limited Commercial subject to platting within one year;
- B. APPROVE the Community Unit Plan (DP-314), subject to the conditions of the CUP attached hereto and the following conditions:
  - 1. Revise General Provision #7 to state: “Signage will be permitted as allowed by the Sign Code, City Code Title 24.04, with the following additional conditions/ limitations.”
  - 2. Revise General Provision #13A to state: “A six (6) to eight (8) foot high concrete/masonry wall shall be constructed along the north and east property lines where adjacent to residential uses.”
  - 3. Revise General Provision #10 to limit height of lighting to 15 feet within 100 feet of residential zoning.
  - 4. Revise General Provision #13 to require construction of the masonry wall when any portion(s) of Parcels 3 is developed.
  - 5. Provide guarantees for left turn center lanes and right turn decel lanes to all full movement approaches at time of platting.
  - 6. Limit the height of monument sign on Parcels 1-3 to 15 feet.

7. The development of this property shall proceed in accordance with the development plan as recommended for approval by the Planning Commission and approved by the Governing Body, and any substantial deviation of the plan, as determined by the Zoning Administrator and the Director of Planning, shall constitute a violation of the building permit authorizing construction of the proposed development.
8. Any major changes in this development plan shall be submitted to the Planning Commission and to the Governing Body for their consideration.
9. The transfer of title of all or any portion of the land included within the Community Unit Plan does not constitute a termination of the plan or any portion thereof, but said plan shall run with the land for commercial development and be binding upon the present owners, their successors and assigns, unless amended.
10. The applicant(s) shall record a document with the Register of Deeds indicating that this tract (referenced as DP-314) includes special conditions for development on this property.
11. The applicant shall submit four revised copies of the CUP to the Metropolitan Area Planning Department within 60 days after approval of this case by the Governing Body, or the request shall be considered denied and closed.

This recommendation is based on the following findings:

1. The zoning, uses and character of the neighborhood: The site currently is in agricultural use and is currently unplatted. The property to the south is zoned “SF-20” Single-family Residential and to the north is zoned SF-20 and SF-5; current development to the south and north consists of farmsteads, agricultural tracts and large suburban tracts. Also, to the north of the subject site, there is vacant, platted residential property known as Turkey Creek 3<sup>rd</sup> Addition. A single-family residence and agricultural land, are located to the west on property zoned SF-20. The remainder of the Turkey Creek 3<sup>rd</sup> Addition, a platted single-family residential subdivision, zoned SF-5, abuts the east property line of the subject site.
2. The suitability of the subject property for the uses to which it has been restricted: The site is currently zoned SF-5 Single-family Residential, and could be developed as such. However, the community’s long established commercial development pattern has been the placement of retail zoning and commercial uses on property located at the intersections of section line roads. Further, this property appears to have been purposely left out of the residential plat that exists to the north and east of the site, creating a distinct tract that signaled the intention to develop non-residential uses on this site.
3. Extent to which removal of the restrictions will detrimentally affect nearby property: The impact of the commercial use on the nearby residential areas will be decreased by use restrictions, additional site restrictions nearer residential development, consistency in design elements such as architectural elements, landscaping, lighting and signage.
4. Conformance of the requested change to the adopted or recognized Comprehensive Plan and Policies: The “2030 Wichita Functional Land Use Guide, as amended May 2005” of the *1999 Update to the Wichita-Sedgwick County Comprehensive Plan* identifies this area as within the 2030 Wichita urban growth area and as appropriate for “urban development mix.” This category encompasses areas of land that will likely be developed or redeveloped within the next 30 years with uses predominately found in the Urban Residential Use category. However, there is a strong likelihood that concentrations and pockets of Major Institutional Uses, Local Commercial uses and Park and Open Space Uses will ultimately be developed within this area as well, based upon market driven location factors. The proposed development is in conformance with this designation.



5. Impact of the proposed development on community facilities: As proposed, traffic could be expected to increase on Pawnee Avenue and 135<sup>th</sup> Street West when this development is fully built out. Limits on the access, with conformance to the Access Management Policy and a possible left-turn center lane and decel lane improvements could help mitigate traffic issues in the future. Extension of other publicly supplied services, such as sewer and water, have been or will be guaranteed with platting.
6. Opposition or support of neighborhood residents: As of September 24, 2008, there has been no comment of opposition or support on the proposed CUP.

**DERRICK SLOCUM**, Planning Staff presented the Staff Report. He indicated that DAB IV approved the item 8-0.

**FOSTER** referenced the Staff Report with regard to connecting walks, because it appeared that they were walling off connections to neighborhoods making it impossible to walk to this neighborhood retail development. He asked if staff could study how to make neighborhoods more “walkable.” He briefly mentioned the Kansas Health Summit that took place in Wichita earlier in the week.

**DALE MILLER** commented that if the Commission felt that was appropriate, they could direct staff to look at that and work with **MR. FOSTER**.

**MITCHELL** asked if 135<sup>th</sup> Street was paved, and if not, was it in the Capital Improvement Program. (CIP).

**SLOCUM** said this section was not paved, and that he didn’t know the timeframe for that activity.

**RUSS EWY, BAUGHMAN COMPANY, AGENT FOR THE APPLICANT** said they are in agreement with staff comments

**ROCHELLE MASON, 2614 SOUTH 135<sup>th</sup> STREET WEST** said she liked countryside living. She said she believes development of the northeast corner of this intersection will diminish the value of the property like other areas where commercial sites are located. She said she doesn’t know how this can be developed without diminishing property values, tearing down trees and disturbing wildlife, and causing hardship to existing home owners in the area. She mentioned the “post-FIRM (Flood Insurance Rate Map) flood base level” and said the City is at significant risk of negligence because the existing homes are not being considered by the “pre-FIRM flood base level” measurement. She said they want to insure that the drainage plan addresses all of the needs of the residents in the area. She said this “piece-meal” approach towards development does not address water problems and referenced how drainage was handled by Tulsa, Oklahoma, by development of a natural drainage area, including trees and parks so drainage would not cause any problems for anyone. She said when they have two inches of rain the water comes across the road at higher elevations than the bridge because the water has no place to go. She said even if the ditches are cleaned out there is going to be more concrete with the development. She said they would like to see a copy of the drainage plan before any other direction is taken on this request.

**JOHNNA ARMSTRONG, 2744 SOUTH 135<sup>th</sup> STREET WEST** indicated that she has lived in the area for ten years and that she moved out there to be in a rural setting. She said development of the corner and the traffic the businesses will cause will be very disruptive to the residents in the area. She said drainage water impacts them because they live right next to a drainage ditch. She said this has never been a problem in the past, but now property is flooding and roads are washing away. She said this will also impact them financially as well.

There was no rebuttal from the agent, **RUSS EWY, BAUGHMAN COMPANY**.

**FOSTER** commented that he knows the property east of this location has had drainage problems and asked if the developer could comment on that.

**EWY** commented that the **BAUGHMAN COMPANY** platted Turkey Creek but that the property being discussed was an exception to Turkey Creek, 3rd Addition. He said the drainage plans are on file with the City. He said he believed surrounding development was contributing to or elevating drainage in the area. He commented that he didn't know how much of the subdivision has been constructed to date.

**FOSTER** commented that he thought there was a Request for Proposal for paving along 119<sup>th</sup> Street, not 135<sup>th</sup> Street. He asked if verbiage could be added to the motion to address the drainage and flooding issues.

**MITCHELL** said all of the drainage area upstream is undeveloped. He said the developed area downstream has a plan and improvements made and he didn't see how this application has any bearing on those properties upstream.

Several people in the audience made comments regarding **MITCHELL's** statement.

**CHAIRMAN DOWNING** explained that the matter was not open for discussion between the Commission and audience members.

**MOTION:** To approve subject to staff recommendation.

**MITCHELL** moved, **ANDERSON** seconded the motion, and it carried (9-0-1).  
**JOHNSON** – abstained.



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## INTEROFFICE MEMORANDUM

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**TO:** Wichita City Council  
MAPC Members

**FROM:** Kelli Glassman,, Neighborhood Assistant, District 4

**SUBJECT:** CUP2008-33 and ZON2008-50 DP-314

**DATE:** October 7, 2008

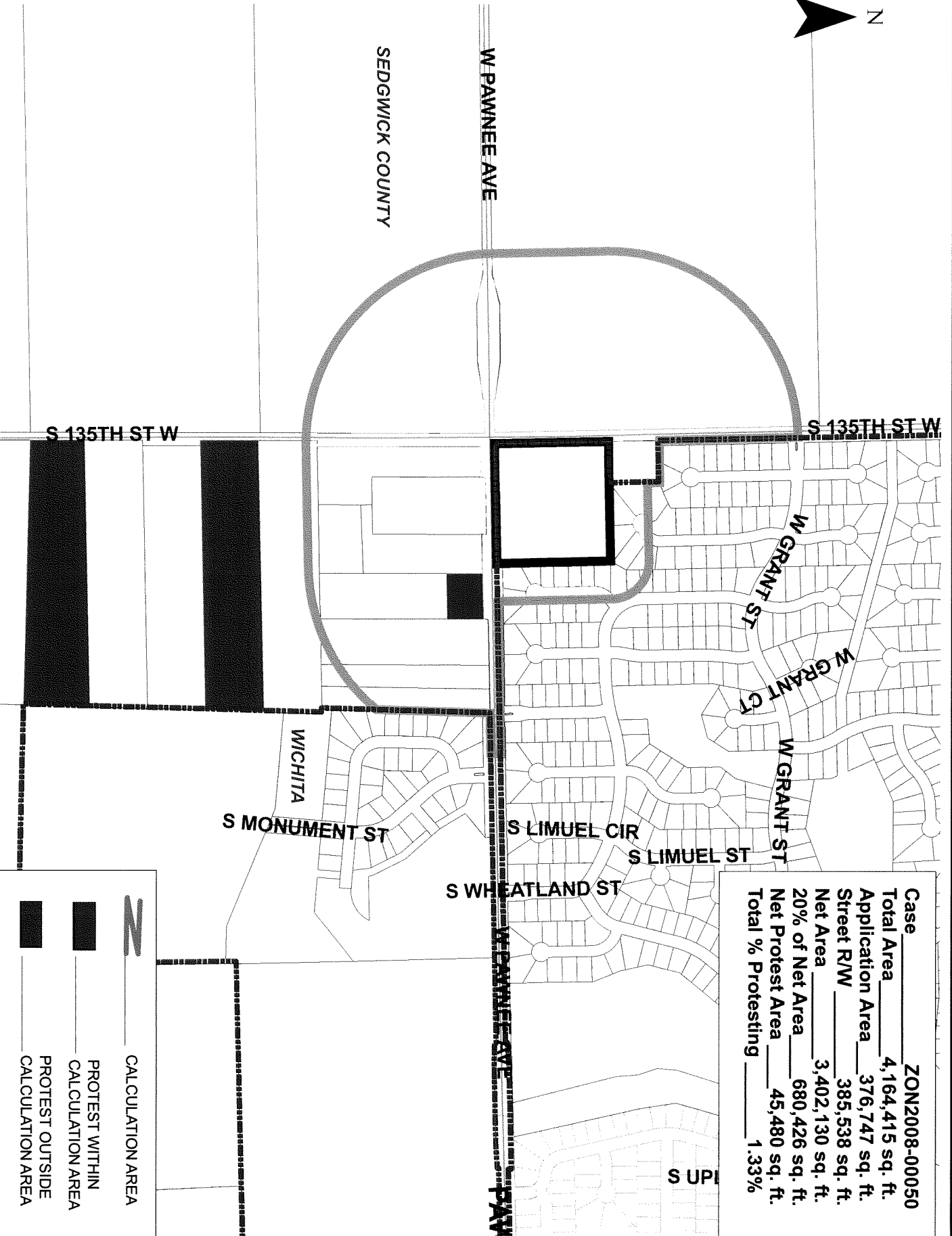
On Wednesday, October 1, the *District Advisory Board (DAB) for Council District 4* considered a request to create DP-314 Turkey Creek Commercial Community Unit Plan; zone change to “LC” Limited Commercial from “SF-5” Single-family Residential.

The Board had no comment or questions. One citizen present asked for clarification regarding the type of establishments that would be allowed at this location under the newly proposed zone change.

The DAB Members were provided the public notice and MAPD staff comments for review.

**DAB members voted 8-0 to recommend approval of the request.**

Please review this information when this request is considered.



Case	ZON2008-00050
Total Area	4,164,415 sq. ft.
Application Area	376,747 sq. ft.
Street R/W	385,538 sq. ft.
Net Area	3,402,130 sq. ft.
20% of Net Area	680,426 sq. ft.
Net Protest Area	45,480 sq. ft.
Total % Protesting	1.33%

**City of Wichita**  
**City Council Meeting**  
November 18, 2008

**TO:** Mayor and City Council

**SUBJECT:** CUP2008-00033 and ZON2008-00050 – Creation of DP-314 Turkey Creek Commercial Community Unit Plan and zone change from SF-5 Single-family Residential (“SF-5”) to LC Limited Commercial (“LC”); generally located northeast corner of Pawnee Avenue and 135<sup>th</sup> Street West. (District IV)

**INITIATED BY:** Metropolitan Area Planning Department

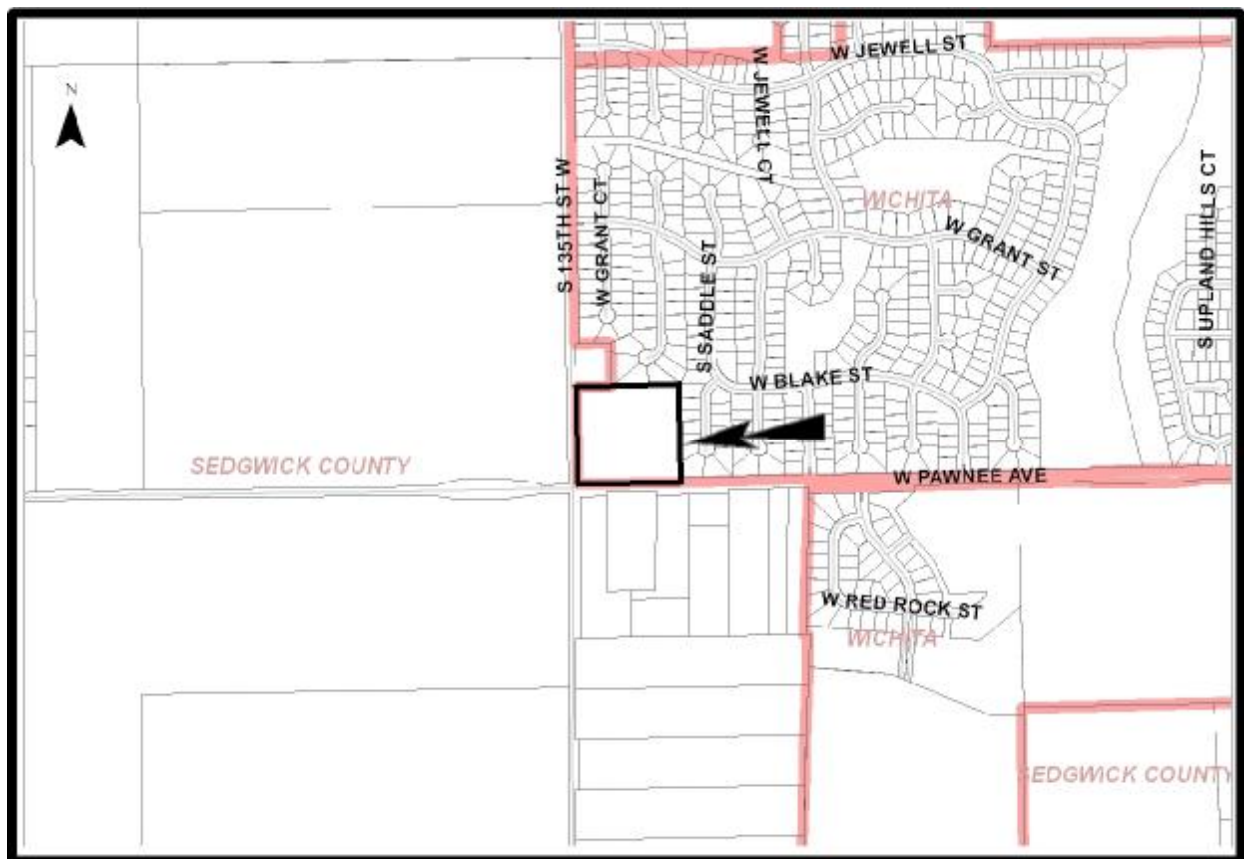
**AGENDA:** Planning (Consent)

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**MAPC Recommendations:** Approve, subject to staff recommendations (9-0)

**MAPD Staff Recommendations:** Approve, subject to conditions

**DAB IV Recommendations:** Approve, subject to staff recommendations (8-0)



**BACKGROUND:** The applicant proposes to create a Commercial Community Unit Plan (“CUP”) containing approximately 8.6 acres consisting of three parcels for development. The property is currently zoned SF-5 Single-family Residential (“SF-5”) and the proposed zoning is LC Limited Commercial (“LC”). The property is located on the northeast corner of Pawnee Avenue and 135<sup>th</sup> Street West. Parcel 1 is 1.28 acres in size and is located in the southwest corner of the subject site, right at the intersection of Pawnee and 135<sup>th</sup> Street. Parcel 2 is 1.36 acres in size and is located along 135<sup>th</sup> Street West in the north and east part of the proposed CUP. Parcel 3, the largest parcel, is 4.97 acres in size and occupies approximately the east half of the subject site.

Requested uses would be those allowed by right in LC except: adult entertainment establishments; sexually oriented business; correctional placement residences; night club in the city; and tavern and drinking establishments. Restaurants that serve liquor can be developed and may serve liquor, as long as food is the primary service of the establishment. Restaurants with drive-through windows, convenience stores, service stations, and vehicle repair, limited, will not be permitted within 200 feet of residential uses. Restaurants with drive-through windows shall be designed to ensure queuing lanes for drive-through windows will not align vehicle headlights in such a manner as to face residential zoning. No overhead doors shall be allowed within 200 feet of residential uses and shall not be facing any residentially zoned district. Exterior audio systems that project sound beyond the boundaries of the CUP are prohibited.

Maximum building coverage would be 30 percent of the land area. Maximum gross floor area would be 35 percent. Building setbacks are 35 feet on arterial streets and the north and east property lines.

Buildings would have uniform architectural compatibility and shared landscape palette; parking lots would have similar or consistent lighting elements, limited to 24 feet in height, including the base, and staff will request that the lighting elements be lowered to 15 feet within 100 feet of residential use. All exterior lighting shall be shielded to direct light disbursement in a downward direction, while the use of back lit canopies and neon or fluorescent tube lighting on buildings is not permitted.

Screening walls would be located on the north and east property lines, where adjacent to residential property and are to be a 6 to 8 feet high concrete/masonry with a construction pattern and color that is consistent or compatible with the building walls. Development of all parcels within the CUP shall comply with the Landscape Ordinance of the City of Wichita, with a shared palette of landscape materials among parcels.

Each parcel would be permitted at least one free standing sign per arterial frontage with area restrictions. Parcel 1 could have up to 150 sq. ft. of signage along Pawnee, and 150 sq. ft. of signage along 135<sup>th</sup> Street West. Parcel 2 could have up to 150 sq. ft. of signage along 135<sup>th</sup> Street West, while Parcel 3 could have a maximum of two signs with a combined area of 200 sq. ft. of signage along Pawnee and one sign along 135<sup>th</sup> Street West with a maximum area of 175 sq. ft. As the frontage develops along the arterial roadways, monument type signs shall be spaced a minimum of 150 feet apart, irrespective of how land is leased or sold and share similar elements in design. Flashing signs (except for signs showing only time, temperature and other public service messages), rotating or moving signs, signs with moving lights or signs which create illusions or movement are not permitted. Portable, billboards and off-site signs are not permitted, nor will signs be allowed on the rear of any building. Window display signs are limited to 25% of the window area and all freestanding signs must be monument type and shall have a recommended maximum height of 15 feet.

The site currently is in agricultural use and is currently unplatted. The property to the south is zoned “SF-20” Single-family Residential and to the north is zoned SF-20 and SF-5; current development to the south and north consists of farmsteads, agricultural tracts and large suburban tracts. Also, to the north of the subject site, there is vacant, platted residential property known as Turkey Creek 3<sup>rd</sup> Addition. A single-family residence and agricultural land, are located to the west on property zoned SF-20. The remainder of the Turkey Creek 3<sup>rd</sup> Addition, a platted single-family residential subdivision, zoned SF-5, abuts the east property line of the subject site.

**Analysis:** This case was heard at the District IV Advisory Board meeting held on October 1, 2008. At that meeting, the DAB voted (8-0) to approve the request subject to staff conditions. None of the members had any concerns or questions and there was one citizen who spoke on the request asking for additional information on the case.

At the MAPC meeting held October 9, 2008, MAPC voted (9-0) to recommend approval of the CUP and zone change request subject to staff recommendation. There was discussion regarding drainage and pedestrian connections between CUP's and residential areas, but the Commission decided to go with staff recommendations to address any issues that pertain to drainage and more information will have to be gathered in regards to the pedestrian connections issue independent from this case. Two citizens spoke in reference to the possible increase in runoff and flooding concerns and they felt the approval and development of the site would increase their flooding risk.

The action of the MAPC was to **APPROVE** the request, subject to platting within one year, and subject to the following conditions:

- A. **APPROVE** the zone change (ZON2008-00050) to LC Limited Commercial subject to platting within one year;
- B. **APPROVE** the Community Unit Plan (DP-314), subject to the conditions of the CUP attached hereto and the following conditions:
  - 1. Revise General Provision #7 to state: "Signage will be permitted as allowed by the Sign Code, City Code Title 24.04, with the following additional conditions/ limitations."
  - 2. Revise General Provision #13A to state: "A six (6) to eight (8) foot high concrete/masonry wall shall be constructed along the north and east property lines where adjacent to residential uses."
  - 3. Revise General Provision #10 to limit height of lighting to 15 feet within 100 feet of residential zoning.
  - 4. Revise General Provision #13 to require construction of the masonry wall when any portion(s) of Parcels 3 is developed.
  - 5. Provide guarantees for left turn center lanes and right turn decel lanes to all full movement approaches at time of platting.
  - 6. Limit the height of monument sign on Parcels 1-3 to 15 feet.
  - 7. The development of this property shall proceed in accordance with the development plan as recommended for approval by the Planning Commission and approved by the Governing Body, and any substantial deviation of the plan, as determined by the Zoning Administrator and the Director of Planning, shall constitute a violation of the building permit authorizing construction of the proposed development.
  - 8. Any major changes in this development plan shall be submitted to the Planning Commission and to the Governing Body for their consideration.
  - 9. The transfer of title of all or any portion of the land included within the Community Unit Plan does not constitute a termination of the plan or any portion thereof, but said plan shall run with the land for commercial development and be binding upon the present owners, their successors and assigns, unless amended.
  - 10. The applicant(s) shall record a document with the Register of Deeds indicating that this tract (referenced as DP-314) includes special conditions for development on this property.
  - 11. The applicant shall submit four revised copies of the CUP to the Metropolitan Area Planning Department within 60 days after approval of this case by the Governing Body, or the request shall be considered denied and closed.

Three protest petitions have been filed on this case, however, two are outside the notification area and the one inside the notification area only accounts to 1.33% of the notified land area. Therefore, a simple majority vote will be needed to approve the request since the 20% threshold for a  $\frac{3}{4}$  majority vote was not achieved.

**Financial Considerations:** None.

**Goal Impact:** Promote Economic Vitality

**Legal Considerations:** The ordinance has been reviewed and approved as to form by the Law Department.

**Recommendation/Actions:**

1. Adopt the findings of the MAPC and approve the community unit plan and the zone change to LC Limited Commercial (“LC”); withhold the publication of the ordinance until the plat is recorded; or
2. Return the application to the MAPC for reconsideration.

(An override of the Planning Commission's recommendation requires a two-thirds majority vote of the City Council on the first hearing.)



**ORDINANCE NO. 48-116**

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

**BE IT ORDAINED BY THE GOVERNING BODY  
OF THE CITY OF WICHITA, KANSAS.**

**SECTION 1.** That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the zoning classification or districts of the lands legally described hereby are changed as follows:

**Case No. ZON2008-00050**

Zone change request from SF-5 Single-family Residential to LC Limited Commercial on property described as:

Beginning at the Southwest corner of the Southwest Quarter of Section 36, Township 27 South, Range 2 West of the 6th P.M., Sedgwick County, Kansas; thence N00° 03' 21" W along the west line of said Southwest Quarter, 627.63 feet; thence N89° 56' 39" E perpendicular to the west line of the Southwest Quarter, 249.2 feet to the Southwest corner of Lot 54, Block C, Turkey Creek 3rd Addition, Wichita, Sedgwick County Kansas; thence continuing N89° 56' 39" E along the south line of said Lot 54 and Lot 53 in said Block C, 410.8 feet to the Northwest corner of Lot 33 in said Block C; thence S00° 03' 21" E along a line of said Block C, and as extended southerly, 630.03 feet to a point on the south line of said Southwest Quarter; thence N89° 50' 50" W along the south line of said Southwest Quarter, 660 feet to the point of beginning, subject to road rights-of-way of record. Beginning at the Southwest corner of the Southwest Quarter of Section 36, Township 27 South, Range 2 West of the 6th P.M., Sedgwick County, Kansas; thence N00° 03' 21" W along the west line of said Southwest Quarter, 627.63 feet; thence N89° 56' 39" E perpendicular to the west line of the Southwest Quarter, 249.2 feet to the Southwest corner of Lot 54, Block C, Turkey Creek 3rd Addition, Wichita, Sedgwick County Kansas; thence continuing N89° 56' 39" E along the south line of said Lot 54 and Lot 53 in said Block C, 410.8 feet to the Northwest corner of Lot 33 in said Block C; thence S00° 03' 21" E along a line of said Block C, and as extended southerly, 630.03 feet to a point on the south line of said Southwest Quarter; thence N89° 50' 50" W along the south line of said Southwest Quarter, 660 feet to the point of beginning, subject to road rights-of-way of record; generally located at the northeast corner of Pawnee Avenue and 135<sup>th</sup> Street West.

**SECTION 2.** That upon the taking effect of this Ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita-Sedgwick County Unified Zoning Code as amended.

**SECTION 3.** That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

**ADOPTED this 25th day of November, 2008.**

\_\_\_\_\_  
CARL BREWER, MAYOR

**ATTEST:**

Karen Sublett, City Clerk  
(SEAL)

Approved as to form:  
Gary E. Rebenstorf, Director of Law



**City of Wichita  
City Council Meeting  
November 18, 2008**

**TO:** Wichita Housing Authority Board Members

**SUBJECT:** 2009 Payment Standards – Section 8 Housing Choice Vouchers

**INITIATED BY:** Housing and Community Services Department

**AGENDA:** Housing Authority - Consent

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**Recommendation:** Review and approve the revised Payment Standards for the Section 8 Housing Choice Voucher Program to be effective on January 1, 2009 for new clients and current clients who are relocating, and as of April 1, 2009 for current clients as determined by their recertification dates.

**Background:** Payment standards represent the amount of rent paid to owners, plus tenant paid utilities, and are established by Housing Authorities based on current Fair Market Rents. The U.S. Department of Housing and Urban Development (HUD) published a notice of Fair Market Rents (FMRs), effective October 1, 2008. These FMRs are calculated to be at the 50<sup>th</sup> percentile of rents in the Wichita area, and include an allowance for utilities.

The Quality Housing and Work Responsibility Act (QHWRA) of 1998 requires that Housing Authorities operating Section 8 Housing Choice Voucher Programs establish Section 8 Voucher Payment Standards between 90% and 110% of the Published Fair Market Rent for each bedroom size. The payment standards are used to calculate the amount of the monthly subsidy paid to landlords.

**Analysis:** The QHWRA also includes a provision that a family; who initially receives Section 8 tenant-based assistance, may not be required to pay more than 40% of its adjusted monthly income for rent and utilities. In order to determine appropriate rent rates for the Wichita Housing Authority (WHA) based on the latest published Fair Market Rent schedule, staff reviewed requests for tenancy and actual rents for the months of January through October 2008 and calculated the average rent paid. As a result of the staff review, Housing and Community Services recommends that the current payment standards for 0 bedroom size be calculated at 100% of the 2008 FMR, 1, 2 & 3 bedrooms at 110% of 2008 FMR, 4 bedroom units be calculated at 105% of 2008 FMR, and 5&6 bedroom units be calculated at 100% of the 2008 FMR.

Following is a table of the October 2008 FMR, the current WHA payment standards and the recommended increase in WHA payment standards based on bedroom sizes:

	BEDROOM SIZE						
	0	1	2	3	4	5	6
FMR (10/1/2008)	430	481	632	808	909	1045	1181
Current Pymt. Standard	423	496	653	875	938	976	1045
Recommended Standard	430	529	695	888	954	1045	1181

**Financial Consideration:** Wichita Housing Authority staff recommends these standards in order to meet its goal of assisting as many households as possible, with Housing Assistance Payment funds provided by HUD.

**Legal Considerations:** None

**Goal Impact:** Promote Economic Vitality and Affordable Living

**Recommended Action:** It is recommended that the Wichita Housing Authority Board approve the revised Payment Standards for the Section 8 Housing Choice Voucher Program to be effective on January 1, 2009 for new clients and current clients who are relocating, and as of April 1, 2009 for current clients as determined by their recertification dates.

**Attachments:** None.

City of Wichita  
City Council Meeting  
November 18, 2008

**TO:** Wichita Airport Authority

**SUBJECT:** Colonel James Jabara Airport  
Taxiways F and G, Runway Markings  
Change Order No. 2

**INITIATED BY:** Department of Airports

**AGENDA:** Wichita Airport Authority (Consent)

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**Recommendation:** Approve the Change Order.

**Background:** On July 24, 2007 the Wichita Airport Authority contracted with Lafarge North America to construct Taxiway G, the extension of Taxiway F, plus remark the runway at Colonel James Jabara Airport.

**Analysis:** A change order has been prepared to adjust for final quantities.

**Financial Considerations:** The cost of the change order is \$650.50, and is covered by the existing budget. This represents a less than 1% addition to the adjusted contract of \$1,378,110.00. Funding is expected from AIP Federal Grant funds and General Obligation bonds paid for with Airport Revenue.

**Goal Impact:** The Airport's contribution to the economic vitality of Wichita is promoted through construction of airfield pavements to serve the aviation community.

**Legal Considerations:** The Law Department has approved the Change Order as to form. FAA approval is pending.

**Recommendations/Actions:** It is recommended that the Wichita Airport Authority approve the Change Order and authorize the necessary signatures.

**Attachments:** Change Order #2.

CHANGE ORDER # 2  
FAA PROJECT # 3-20-0089-0015

CHANGE ORDER  
No. 2

Dated 13 September 2008

RECEIVED  
OCT 20 2008  
W.A.A.

Owner's Project No. FAA AIP No. 3-20-0089-0015 City of Wichita No. 466-052

Project: Construction of Taxiway G, Extension of Taxiway F & Replacement of Runway Markings  
At Colonel James Jabara Airport

Owner: The Wichita Airport Authority

Contractor: Lafarge North America Contract Date: 24 July 2007

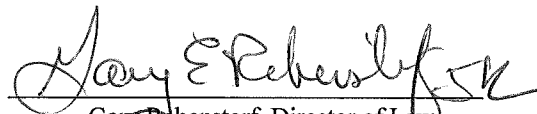
Contract For: Construction of Taxiway G, Extension of Taxiway F, and Replacement of Runway Markings at Colonel James Jabara Airport. The work included in the project is as follows: (a) Earthwork includes excavation and/or placement of subgrade material within the project limits, preparation and compaction of the project subgrade to the lines and grades shown on the plans, area grading outside the neat lines of pavement and placement of topsoil. (b) Paving work includes construction of treated drainage layer, and portland cement concrete pavement. (c) Seeding and sodding. (d) Installation of ductbank and taxiway edge light circuit, and removal of taxiway edge lights. (e) Miscellaneous storm sewer, inlet and manhole construction, and construction of pavement sub-drains. (f) Installation of temporary and permanent chain link fence. (g) Painting taxiway and runway pavement markings. Also included is all incidental, supplementary and associated work necessary to complete the above improvements.

To: Lafarge North America, Contractor

You are directed to make the changes noted below in the subject contract:

By Direction of the Wichita Airport Authority

Carl Brewer, President Date: \_\_\_\_\_

 Date: \_\_\_\_\_  
Gary Rebenstorf, Director of Law  
Approved as to form

\_\_\_\_\_  
Attest Date: \_\_\_\_\_

Nature of Change:

Adjust Original Contract Quantities for Turfing to Final Measured or Calculated Quantities.

RECEIVED  
OCT 20 2008  
AIRPORT ENGINEERING

**CHANGE ORDER # 2**  
**FAA PROJECT # 3-20-0089-0015**

The changes result in the following adjustment of Contract Price and Contract Time:

3-20-0089-0015 (Taxiway F) Contract Price Prior to This Change Order	\$ 333,531.25
3-20-0089-0015 (Taxiway G) Contract Price Prior to This Change Order	\$ 865,902.75
3-20-0089-0015 (Runway 18-36) Contract Price Prior to This Change Order	\$ 178,676.00
3-20-0089-0015 (Aggregate) Contract Price Prior to This Change Order	\$ 1,378,110.00

3-20-0089-0015 (Taxiway F) Net Increase Resulting from This Change Order	\$ (21,064.00)
3-20-0089-0015 (Taxiway G) Net Increase Resulting from This Change Order	\$ 21,714.50
3-20-0089-0015 (Runway 18-36) Net Increase Resulting from This Change Order	\$ 0.00
3-20-0089-0015 (Aggregate) Net Increase Resulting from This Change Order	\$ 650.50

Current 3-20-0089-0015 (Taxiway F) Contract Price Including This Change Order	\$ 312,467.25
Current 3-20-0089-0015 (Taxiway G) Contract Price Including This Change Order	\$ 887,617.25
Current 3-20-0089-0015 (Runway 18-36) Contract Price Including This Change Order	\$ 178,676.00
Current 3-20-0089-0015 (Aggregate) Contract Price Including This Change Order	\$ 1,378,760.50

Work within the Runway 18-36 safety area Contract Time Prior to This Change Order	20	Calendar Days
Work within the Runway 18-36 safety area Net Increase Resulting From This Change Order	0	Calendar Days
Work within the Runway 18-36 safety area Contract Time Including This Change Order	20	Calendar Days

Total Project (except permanent seeding) Contract Time Prior to This Change Order	75	Calendar Days
Total Project (except permanent seeding) Net Increase Resulting From This Change Order	0	Calendar Days
Total Project (except permanent seeding) Contract Time Including This Change Order	75	Calendar Days

The Above Changes Are Approved:

Professional Engineering Consultants, P.A.

By: 

Date: 16 OCTOBER 2008

The Above Changes Are Accepted:

Lafarge North America

Contractor

By: 

Date: 10-13-08

**CHANGE ORDER # 2**  
**FAA PROJECT # 3-20-0089-0015**

The following Change Order is a modification to the Project Plans and Specifications. The Change Order was prepared at the request of the Owner and was necessary for the following:

Adjustment of the current contract quantities for Turfing to estimated quantities. The modifications affected the following bid items:

**GRANT NO. 3-20-0089-0015 TAXIWAY F TOTALS**

<u>ITEM</u>	<u>PREVIOUS QUANTITY</u>	<u>UNIT</u>	<u>UNIT COST</u>	<u>FINAL QTY</u>	<u>QTY ADJUST</u>	<u>COST ADJUST</u>
38 Seeding (Temporary)	574	MSF	\$ 8.00	142	-432	\$ (3,456.00)
39 Seeding (Permanent)	574	MSF	\$ 25.00	153	-421	\$(10,525.00)
40 Sodding	171	LF	\$ 8.00	183	12	\$ 96.00
41 Contact Herbicide	574	MSF	\$ 2.50	153	-421	\$ (1,052.50)
42 Pre-Emergent Herbicide	574	MSF	\$ 2.50	0	-574	\$ (1,435.00)
43 Mulching	1,148	MSF	\$ 5.50	295	-853	\$ (4,691.50)

GRANT NO. 3-20-0089-0015 TAXIWAY F TOTALS

**\$(21,064.00)**

**GRANT NO. 3-20-0089-0015 TAXIWAY G TOTALS**

<u>ITEM</u>	<u>PREVIOUS QUANTITY</u>	<u>UNIT</u>	<u>UNIT COST</u>	<u>FINAL QTY</u>	<u>QTY ADJUST</u>	<u>COST ADJUST</u>
38 Seeding (Temporary)	107	MSF	\$ 8.00	666	559	\$ 4,472.00
39 Seeding (Permanent)	107	MSF	\$ 25.00	544	437	\$ 10,925.00
40 Sodding	615	LF	\$ 8.00	614	-1	\$ (8.00)
41 Contact Herbicide	107	MSF	\$ 2.50	553	446	\$ 1,115.00
42 Pre-Emergent Herbicide	107	MSF	\$ 2.50	0	-107	\$ (267.50)
43 Mulching	214	MSF	\$ 5.50	1,210	996	\$ 5,478.00

GRANT NO. 3-20-0089-0015 TAXIWAY G TOTALS

**\$ 21,714.50**

**ITEM NO. 2 AGGREGATE TOTALS**

<u>ITEM</u>	<u>PREVIOUS QUANTITY</u>	<u>UNIT</u>	<u>UNIT COST</u>	<u>FINAL QTY</u>	<u>QTY ADJUST</u>	<u>COST ADJUST</u>
38 Seeding (Temporary)	681	MSF	\$ 8.00	808	127	\$ 1,016.00
39 Seeding (Permanent)	681	MSF	\$ 25.00	697	16	\$ 400.00
40 Sodding	786	LF	\$ 8.00	797	11	\$ 88.00
41 Contact Herbicide	681	MSF	\$ 2.50	706	25	\$ 62.50
42 Pre-Emergent Herbicide	681	MSF	\$ 2.50	0	-681	\$ -1,702.50
43 Mulching	1,362	MSF	\$ 5.50	1,505	143	\$ 786.50

**ITEM NO. 2 AGGREGATE TOTALS**

**\$ 650.50**

There are no changes in contract time due to this change order.



**PRELIMINARY ESTIMATES  
FOR CITY COUNCIL NOVEMBER 18, 2008**

- a. Bike Path along I-135, Gypsum Creek and George Washington Boulevard, from north of Pawnee to the Kansas Turnpike (south of Pawnee, east of Southeast Boulevard) (87TE-0231-01/472-84194/706921/205387) Traffic is to be maintained using flagpersons and barricades. (District III) - \$1,451,000.00
- b. Relief Sanitary Sewer between Emporia and St. Francis, from Douglas to 10th Street (Phase 1) (468-84544/624091/658570) Traffic is to be maintained using flagpersons and barricades. (District I) - \$1,100,000.00
- c. The cost of Façade Improvement Program at 1716 E. Douglas to serve Mosbacher's Addition (north of Douglas, east of Hydraulic) (472-84724/766028/491-029) (District I). – Total Estimated Cost \$31,800.00
- d. The cost of construction of Lateral 123, Sanitary Sewer No. 23 to serve Webb Business Park Addition (north of 37th Street North, west of Webb). (District II). (468-84430/744275/480-964) – Total Estimated Cost \$55,830.00
- e. The cost of Zelta Drive from the north line of Kellogg Drive to the south line of Waterman (north of Kellogg, east of Greenwich). (472-84300/765972/490-087) (District II) – Total Estimated Cost \$322,400.00
- f. The cost of Monument, Cowboy, Red Rock and Canyon to serve Southwest Passage Addition (south of Pawnee, west of 119th Street West). (472-84447/766180/490-198) (District IV). – Total Estimated Cost \$384,300.00

City of Wichita  
City Council Meeting  
November 18, 2008

**TO:** Mayor and City Council Members

**SUBJECT:** Petition to construct Left Turn Lane Improvements north of 29th Street North, east of Ridge to serve Ridge Port Addition (District V)

**INITIATED BY:** Department of Public Works

**AGENDA:** Consent

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**Recommendation:** Approve the Petition.

**Background:** The Petition has been signed by two owners representing 100% of the improvement district.

**Analysis:** This project will provide left turn lane improvements for a new commercial development north of 29th Street North, east of Ridge.

**Financial Considerations:** The Petition totals \$35,000. The funding source is special assessments.

**Goal Impact:** This project addresses the Efficient Infrastructure goal by providing for the construction of paving improvements for a new development.

**Legal Considerations:** State Statutes provide that a Petition is valid if signed by a majority of resident property owners or owners of a majority of property in the improvement district.

**Recommendations/Actions:** It is recommended that the City Council approve the Petition, adopt the Resolution and authorize the necessary signatures.

**Attachments:** Map, CIP, Petition and Resolution.

First Published in the Wichita Eagle on November 21, 2008

RESOLUTION NO. 08-531

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTING A LEFT TURN LANE IN 29TH ST. NORTH TO SERVE RIDGE PORT ADDITION (NORTH OF 29TH ST. NORTH, EAST OF RIDGE) 472-84768 IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF AUTHORIZING CONSTRUCTING A LEFT TURN LANE IN 29TH ST. NORTH TO SERVE RIDGE PORT ADDITION (NORTH OF 29TH ST. NORTH, EAST OF RIDGE) 472-84768 IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to authorize constructing a left turn lane in 29th St. North to serve Ridge Port Addition (north of 29th St. North, east of Ridge) 472-84768.

Said pavement shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to Thirty-Five Thousand Dollars (\$35,000) exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro rata of 1 percent per month from and after November 1, 2008 exclusive of the cost of temporary financing.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

PARCEL "2"

That part of Lot 1, Block 1, Ridge Port Addition, Wichita, Sedgwick County, Kansas described as follows: Beginning at the NW corner of said Lot 1; thence S00°26'59"W along the west line of said Lot 1, 70.00 feet; thence S89°33'01"E parallel with the north line of said Lot 1, 60.00 feet; thence N70°58'43"E, 60.00 feet to a point 50.00 feet normally distant south of the north line of said Lot 1; thence S89°33'01"E parallel with the north line of said Lot 1, 133.43 feet to a point 250.00 feet normally distant east of the west line of said Lot 1; thence S00°26'59"W parallel with the west line of said Lot 1, and as extended south, 434.11 feet to a point 50.00 feet normally distant northeast of the southwest line of said Lot 1; thence S50°50'29"W perpendicular to the southwest line of said Lot 1, 50.00 feet to a point on the southwest line of said Lot 1; thence S39°09'31"E along the southwest line of said Lot 1, 241.09 feet; thence N50°50'29"E perpendicular to the southwest line of said Lot 1, 500.73 feet to a point on the northeast line of said Lot 1; thence N39°09'31"W along the northeast line of said Lot 1, 496.48 feet to the NE corner of said Lot 1; thence N89°33'01"W along the north line of said Lot 1, 434.44 feet to the point of beginning.

PARCEL "3"

That part of Lot 1, Block 1, Ridge Port Addition, Wichita, Sedgwick County, Kansas described as commencing at the SE corner of said Lot 1; thence N89°58'31"W along the south line of said Lot 1, 100.00 feet to the point of beginning; thence continue N89°58'31"W along the south line of said Lot 1, 399.98 feet; thence N00°01'29"E perpendicular to the south line of said Lot 1, 85.00 feet; thence N89°58'31"W, parallel to the south line of said Lot 1, 125.00 feet to a point 70.00 feet normally distant northeast of the southwest line of said Lot 1, said point also being on the northeast line of a 20 foot Utility Easement as granted in said Ridge Port Addition; thence S00°01'29"W perpendicular to the south line of said Lot 1, 85.00 feet to a point on the south line of said Lot 1; thence N89°58'31"W along the south line of said Lot 1, 21.02 feet to the SW corner of said Lot 1; thence N39°09'31"W along the southwest line of said Lot 1, 264.61 feet; thence N50°50'29"E perpendicular to the southwest line of said Lot 1, 500.73 feet to a point on the northeast line of said Lot 1; thence S39°09'31"E along the northeast line of said Lot 1, 514.48 feet to a point 158.28 feet NW of the SE corner of said Lot 1; thence S00°01'29"W perpendicular to the south line of said Lot 1, 122.68 feet to the point of beginning.

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a fractional basis.

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: PARCEL "2" and PARCEL "3" shall each pay 1/2 percent of the total cost of the improvements.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot or tract is or may be divided into two or more parcels, the assessment to the lot or tract so divided shall be assessed to each ownership or parcel on a square foot basis. Except when driveways are requested to serve a particular tract, lot, or parcel, the cost of the said driveway shall be in addition to the assessment to said tract, lot or parcel and shall be in addition to assessment for other improvements.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 8. Be it further resolved that the above-described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 18<sup>th</sup> day of November, 2008.

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CARL BREWER, MAYOR

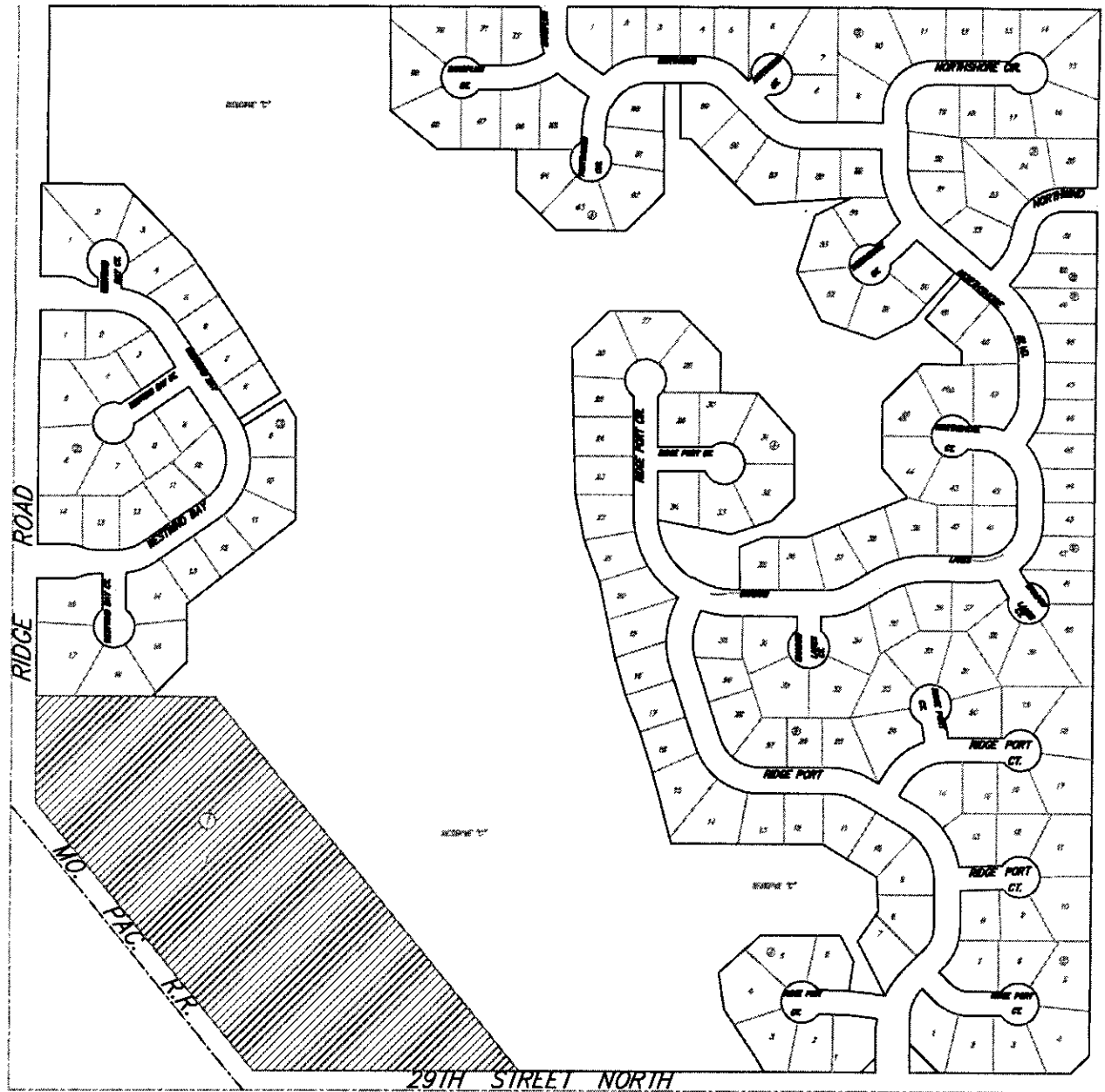
ATTEST:

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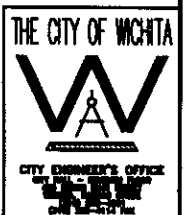
KAREN SUBLETT, CITY CLERK


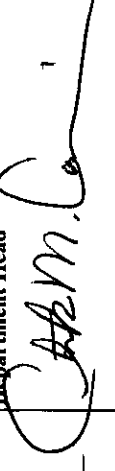
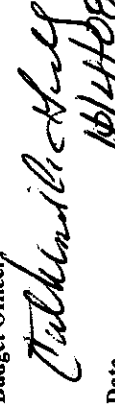

(SEAL)

# RIDGE PORT ADDITION



BENEFIT DISTRICT   
 ( ACTUAL ALIGNMENT TO BE  
 DETERMINED BY DESIGN ENGINEER )



CAPITAL IMPROVEMENT													
PROJECT AUTHORIZATION													
CITY OF WICHITA													
USE: 1. Prepare in triplicate 2. Send original & 2 copies to budget. 3. City Manager to sign all copies. 4. File original w/ initiating resolution in City Clerk. 5. Return 2nd copy to initiating department. 6. Send 3rd copy to Controller.													
<table><tr><td>To Initiate Project</td><td>x</td></tr><tr><td>To Revise Project</td><td></td></tr></table>										To Initiate Project	x	To Revise Project	
To Initiate Project	x												
To Revise Project													
1. Initiating Department	2. Initiating Division	3. Date	4. Project Description & Location										
Public Works	Eng	10/28/2008	29th St. North Left Turn Lane for Ridge Port Addition										
5. CIP Project Number	6. Accounting Number	7. CIP Project Date (Year)	8. Approved by WCC Date										
NI-200424		2008											
9. Estimated Start Date As Required	10. Estimated Completion Date	11. Project Revised											
12. Project Cost Estimate													
ITEM	GO	SA	OTHER	TOTAL	12A.								
Right of Way					Platting Required								
Paving, grading & const.		\$35,000		\$35,000	Lot Split								
Bridge & Culverts					Petition								
Drainage					Ordered by WCC								
Sanitary Sewer													
Sidewalk					Remarks:								
Water													
Other					100% Petition								
Totals		\$35,000		\$35,000	472-84768								
Total CIP Amount Budgeted													
Total Prelim. Estimate													
13. Recommendation:													
Approve the petition and adopt the resolution													
Division Head	Department Head	Budget Officer	City Manager										
													
			Date										

RECEIVED

\$

OCT 23 '08

CITY CLERK OFFICE

**LEFT TURN LANE IMPROVEMENTS**  
**IN 29<sup>TH</sup> ST. N.**

To the Mayor and City Council  
Wichita, Kansas

Dear Council Members:

1. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

**PARCEL "2"**

That part of Lot 1, Block 1, Ridge Port Addition, Wichita, Sedgwick County, Kansas described as follows: Beginning at the NW corner of said Lot 1; thence S00°26'59"W along the west line of said Lot 1, 70.00 feet; thence S89°33'01"E parallel with the north line of said Lot 1, 60.00 feet; thence N70°58'43"E, 60.00 feet to a point 50.00 feet normally distant south of the north line of said Lot 1; thence S89°33'01"E parallel with the north line of said Lot 1, 133.43 feet to a point 250.00 feet normally distant east of the west line of said Lot 1; thence S00°26'59"W parallel with the west line of said Lot 1, and as extended south, 434.11 feet to a point 50.00 feet normally distant northeast of the southwest line of said Lot 1; thence S50°50'29"W perpendicular to the southwest line of said Lot 1, 50.00 feet to a point on the southwest line of said Lot 1; thence S39°09'31"E along the southwest line of said Lot 1, 241.09 feet; thence N50°50'29"E perpendicular to the southwest line of said Lot 1, 500.73 feet to a point on the northeast line of said Lot 1; thence N39°09'31"W along the northeast line of said Lot 1, 496.48 feet to the NE corner of said Lot 1; thence N89°33'01"W along the north line of said Lot 1, 434.44 feet to the point of beginning.

472-84768

**PARCEL "3"**

That part of Lot 1, Block 1, Ridge Port Addition, Wichita, Sedgwick County, Kansas described as commencing at the SE corner of said Lot 1; thence N89°58'31"W along the south line of said Lot 1, 100.00 feet to the point of beginning; thence continue N89°58'31"W along the south line of said Lot 1, 399.98 feet; thence N00°01'29"E perpendicular to the south line of said Lot 1, 85.00 feet; thence N89°58'31"W, parallel to the south line of said Lot 1, 125.00 feet to a point 70.00 feet normally distant northeast of the southwest line of said Lot 1, said point also being on the northeast line of a 20 foot Utility Easement as granted in said Ridge Port Addition; thence S00°01'29"W perpendicular to the south line of said Lot 1, 85.00 feet to a point on the south line of said Lot 1; thence N89°58'31"W along the south line of said Lot 1, 21.02 feet to the SW corner of said Lot 1; thence N39°09'31"W along the southwest line of said Lot 1, 264.61 feet; thence N50°50'29"E perpendicular to the southwest line of said Lot 1, 500.73 feet to a point on the northeast line of said Lot 1; thence S39°09'31"E along the northeast line of said Lot 1,

(North of 29th St. North,  
East of Ridge)

(Lot Split)



514.48 feet to a point 158.28 feet NW of the SE corner of said Lot 1;  
thence S00°01'29"W perpendicular to the south line of said Lot 1, 122.68  
feet to the point of beginning.

do hereby petition, pursuant to the provisions of K.S.A. 12-6a01 et seq., as amended,  
as follows:

- (a) That there be constructed a Left Turn Lane in 29<sup>th</sup> St. N. to serve the above parcels according to plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas (the "Improvements").
- (b) That the estimated and probable cost of the foregoing improvement being Thirty-Five Thousand Dollars (\$35,000), with 100 percent payable by the improvement district. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata of 1 percent per month from and after November 1, 2008.
- (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

Construction of this Improvement may be abandoned, altered and/or performed privately in part or whole, in which case construction of this Improvement under the authority of this petition, shall be precluded. In addition, if the Improvement is abandoned at any state during the design and/or construction of the Improvement or if it is necessary for the City of Wichita to redesign, repair or reconstruct the Improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said Improvement shall be assessed to the property described above in accordance with the terms of this petition.

- (d) That the method of assessment of all costs of the Improvement or which the improvement district shall be liable shall be on a fractional basis.

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: PARCEL "2" and PARCEL "3" shall each pay 1/2 percent of the total cost of the improvements.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the

assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

Except when driveways are requested to serve a particular tract, lot, or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements.

2. It is requested that the Improvements hereby petitioned be made without notice and hearing, which but for this request, would be required by K.S.A. 12-6a04. This petition may be combined with other petitions of similar nature in order to form one public improvement project.

3. That names may not be withdrawn from this petition by the signers thereof after the Governing body commences consideration of the petition or later than seven (7) days after filing, whichever comes first.

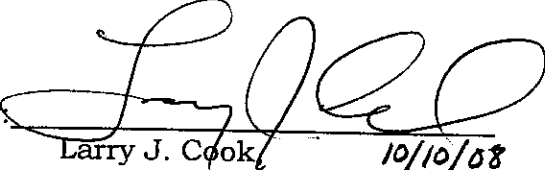
4. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned Improvements may be expeditiously completed and placed in use.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
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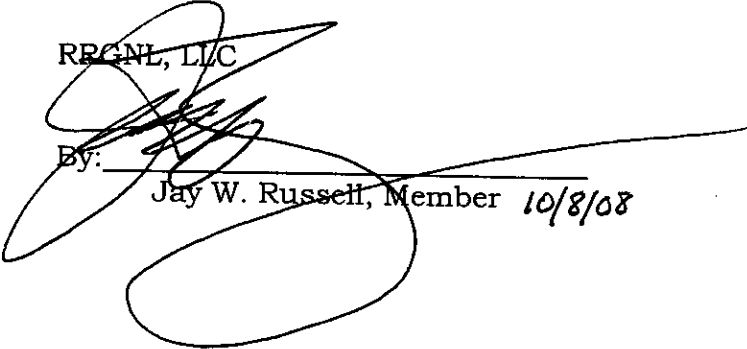
**PARCEL '2'**

Cook Construction, LLC

By:   
Larry J. Cook, Managing Member 10/10/08

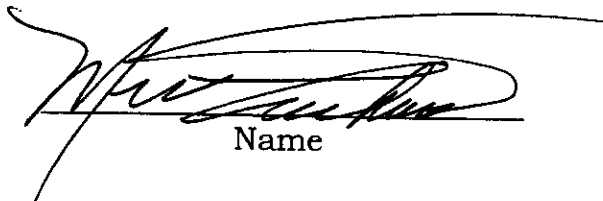
**PARCEL '3'**

REGNL, LLC

By:   
Jay W. Russell, Member 10/8/08

AFFIDAVIT

The undersigned, being first duly sworn on his oath, states: That he circulated the attached petition and the signatures thereon are the genuine signatures of the persons they support to be to the best of his knowledge and belief, being signed either in the presence of the undersigned or in the resident owners whose signatures appears on the petition.

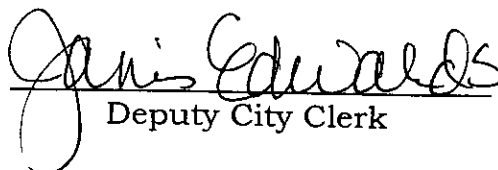
  
Name

Baughman Company, P.A.  
315 Ellis, Wichita, KS 67211  
Address

262-7271  
Telephone No.

Sworn to and subscribed before me this 23 day of October  
2008.



  
Deputy City Clerk

The following deeds and easements have been recorded:

Utility Easement dated September 2, 2008 NR6, LLC, a Kansas limited liability company for a tract of land lying in Lot 2, Block 1, Mediterranean Plaza Commercial Second Addition, an addition to Wichita, Sedgwick County, Kansas, (OCA # 607861). No Cost to City

Drainage Easement from Wichita Inn North, LLC, a Kansas Limited Liability Company dated September 11, 2008 for a tract of land lying in Lot 1, Block 1, Killarney Plaza First Addition, an Addition to the City of Wichita, Sedgwick County, Kansas, (OCA # 607861). No Cost to City

Drainage Easement from RAW, LLC, a Kansas Limited Liability Company dated September 11, 2008 for a tract of land lying in Lot 1, Block 1, Killarney Plaza First Addition, an Addition to the City of Wichita, Sedgwick County, Kansas, (OCA # 607861). No Cost to City

Sanitary Sewer Easement from Cook Construction LLC dated September 16, 2008 for a tract of land lying in Lot 1, Block 1, Ridge Port Addition, Sedgwick County, Kansas, (OCA # 607861). No Cost to City

Drainage Easement from Hilltop Manor Mutual Housing Corporation, Inc. dated August 28, 2008 for a tract of land lying in Lot 8, Hilltop Manor, Wichita, Sedgwick County, Kansas, (OCA # 706993). No Cost to City

Sanitary Sewer Easement from Stephen G. Miller dated May 13, 2008 for a tract of land lying in the NE ¼ of Section 2, T28S, R2E of the 6<sup>th</sup> P.M., Sedgwick County, Kansas (OCA # 744235). No Cost to City

Drainage and Utility Easement from Waterfront Residential Company, LLC, a Kansas limited liability company dated October 13, 2008 for a tract of land lying in Reserve "K" and Lot 15, Block 1, Waterfront Residential Addition, an addition to Wichita, Sedgwick County, Kansas, (OCA # 607861). No Cost to City

Sanitary Sewer Easement from Eric G. Means dated October 1, 2008 for a tract of land lying in Lot 2, Riverside Acres Addition, Sedgwick County, Kansas (OCA # 607861). No Cost to City

## STATEMENTS OF COSTS:

- a. **21st Street North and Rock Road Intersection (Construction).** Total Cost - \$2,121,340.65; (plus temporary note financing - \$11,056.49; plus idle fund interest - \$1,971.10; - less KDOT reimbursements - \$1,477,268.24; less financing from interfund transfers - \$565,000.00; less transfers in - \$27,000.00; less financing previously issued - \$15,000.00). Financing to be issued at this time – \$50,100.00. (706829/472-83438/201-295).
- b. **Douglas and Oliver Intersection (Design).** Total Cost - \$54,131.97; (plus temporary note financing - \$403.47; less idle fund interest - \$164.56; less financing from interfund transfers - \$11,000.00; less transfers in - \$25,000.00). Financing to be issued at this time – \$18,700.00. (706853/472-83755/203-319).
- c. **Bike Path along the Little Arkansas River, from 13th Street to 21st Street (Construction).** Total Cost - \$666,873.46; (plus temporary note financing - \$6,709.64; less idle fund interest - \$2,189.66; - less KDOT reimbursements - \$437,493.44; less transfers in - \$210,000.00). Financing to be issued at this time – \$23,900.00. (706876/472-83812/203-342).
- d. **Harry between the Kansas Turnpike and Rock Road (Design).** Total Cost - \$16,681.77; (plus temporary note financing - \$0; less idle fund interest - \$481.77; less transfers in - \$10,000.00). Financing to be issued at this time – \$6,200.00. (706897/472-83999/204-363).
- e. **21st Street North from Oliver to Woodlawn (Construction).** Total Cost - \$1,562,849.14; (plus temporary note financing - \$7,613.49; plus idle fund interest - \$10,299.73; - less KDOT reimbursements - \$1,143,862.36; less transfers in - \$427,600.00). Financing to be issued at this time – \$9,300.00. (706923/472-84235/205-389).
- f. **Central and Tyler Intersection (Design).** Total Cost - \$144,234.90; (plus temporary note financing - \$1,872.16; plus idle fund interest - \$3,092.94; less transfers in - \$107,200.00). Financing to be issued at this time – \$42,000.00. (706940/472-84311/205-406).
- g. **Tyler Road between K-42 Highway and Harry (Construction).** Total Cost - \$552,119.40; (plus temporary note financing - \$6,702.00; plus idle fund interest - \$13,078.60). Financing to be issued at this time – \$571,900.00. (706961/472-84475/206-427).
- h. **Central from West Street to McLean (Construction).** Total Cost - \$1,669,064.20; (plus temporary note financing - \$24,784.81; plus idle fund interest - \$23,337.11; - less KDOT reimbursements - \$124,955.72; plus cash transfer out - \$3,269.60; less transfers in - \$495,000.00; less financing previously issued - \$780,000.00). Financing to be issued at this time – \$320,500.00. (706689/472-82906/208-222).
- i. **1998/1999 Arterial Corridor Improvement Program (Design).** Total Cost - \$1,795,000.00; (plus temporary note financing - \$1,505.07; less idle fund interest - \$3,605.07; less financing from interfund transfers - \$890,000.00; less transfers in - \$35,900.00; less financing previously issued - \$835,000.00). Financing to be issued at this time – \$32,000.00. (706705/472-82932/208-224).
- j. **Murdock Bridge over the Little Arkansas River (Construction).** Total Cost - \$1,612,463.55; (plus temporary note financing - \$19,606.46; less idle fund interest - \$1,890.63; - less KDOT reimbursements - \$1,076,379.38; less transfers in - \$530,500.00). Financing to be issued at this time – \$23,300.00. (715698/472-83895/244-114).

- k. **21st Street Bridge at the Little Arkansas River (Design).** Total Cost - \$48,472.94; (plus temporary note financing - \$355.98; plus idle fund interest - \$771.08; - less transfers in - \$23,000.00). Financing to be issued at this time – \$26,600.00. (715707/472-84315/245-123).
- l. **25th Street Bridge at the Little Arkansas River (Design).** Total Cost - \$48,932.65; (plus temporary note financing - \$386.94; plus idle fund interest - \$680.41; less transfers in - \$25,000.00). Financing to be issued at this time – \$25,000.00. (715708/472-84316/245-124).

City of Wichita  
City Council Meeting  
November 18, 2008

**TO:** Mayor and City Council  
**SUBJECT:** Community Events (District I & VI)  
**INITIATED BY:** Division of Arts & Cultural Services  
**AGENDA:** Consent

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**Recommendation:** Approve the request for temporary street closures.

**Background:** In accordance with the Community Events procedure the City of Wichita Park and Recreation Department is coordinating with City of Wichita Staff, subject to final approval by the City Council.

**Analysis:** The following street closure request has been submitted:

**Christmas Tree Lighting Ceremony December 4, 2008 5:30 pm – 7:00 pm**

- Douglas Avenue, Main Street to McLean Blvd.
- McLean Blvd., Douglas to 1<sup>st</sup>/2<sup>nd</sup> Street
- Waco, Douglas to 1<sup>st</sup> Street (Access from 1<sup>st</sup> Street to the Broadview Hotel)
- 1<sup>st</sup> Street, Waco to McLean Blvd.
- Sycamore, Approx. 300' north of Douglas to McLean Blvd.
- Century II Drive from W. Tlalnepantla Dr. to Douglas
- S. Cancun St., Century II Drive to W. Tlalnepantla Dr.
- N. Civic Center Pl. at the north side of Douglas
- Wichita at the north side of Douglas
- Water at the north side of Douglas

Client will arrange to remove blockades as necessary to allow emergency vehicle access during entire designated time period. Blockades will be removed immediately upon completion of the event.

**Financial Consideration:** The event sponsor is responsible for all costs associated with special event.

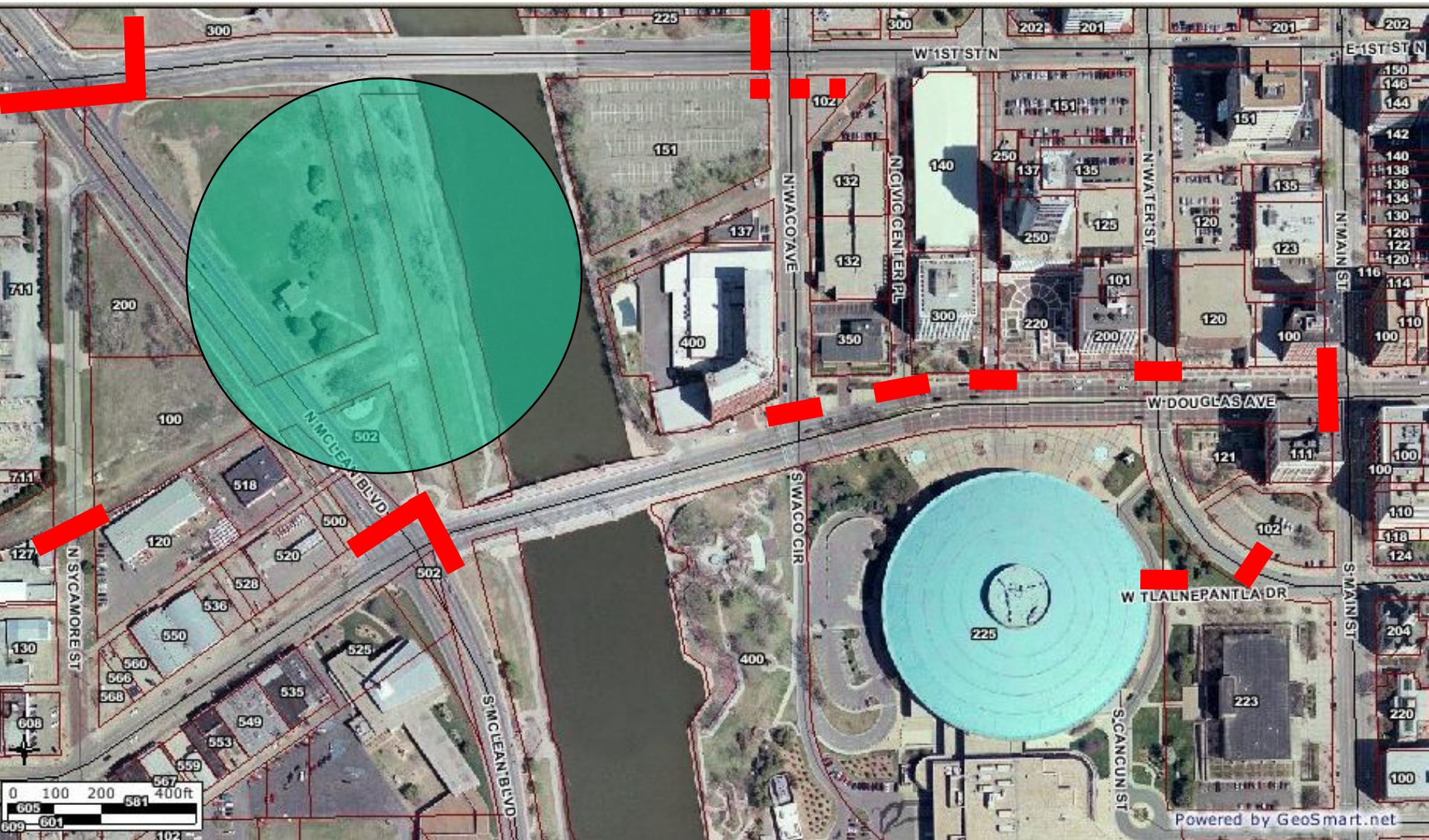
**Goal Impact:** Enhance the Quality of Life

**Legal Consideration:** None

**Recommendation/Actions:** It is recommended that the City Council approve the request subject to: (1)



hiring off-duty certified law enforcement officers as required; (2) Obtaining barricades to close the streets in accordance with requirements of Police, Fire and Public Works Department.



City of Wichita  
City Council Meeting  
November 18, 2008

**TO:** Mayor and City Council  
**SUBJECT:** Community Events  
**INITIATED BY:** Division of Arts & Cultural Services (VI)  
**AGENDA:** Consent

---

**Recommendation:** Approve the request for temporary street closures.

**Background:** In accordance with the Community Events procedure the event promoter Fred Cooper is coordinating with City of Wichita Staff, subject to final approval by the City Council.

**Analysis:** The following street closure request has been submitted:

**Our Lady of Guadalupe Festival December 6 & 7, 2008 10:00 am – 10:00 pm**  
§ 23<sup>rd</sup> Street North, Park Place to Market

Client will arrange to remove blockades as necessary to allow emergency vehicle access during entire designated time period. Blockades will be removed immediately upon completion of the event.

**Financial Consideration:** The event sponsor is responsible for all costs associated with special event.

**Goal Impact:** Enhance the Quality of Life

**Legal Consideration:** None

**Recommendation/Actions:** It is recommended that the City Council approve the request subject to: (1) Hiring off-duty certified law enforcement officers as required; (2) Obtaining barricades to close the streets in accordance with requirements of Police, Fire and Public Works Department. (3) Certificate of Liability Insurance on file with the Community Events Coordinator.

City of Wichita  
City Council Meeting  
November 18, 2008

**TO:** Mayor and City Council  
**SUBJECT:** Community Events  
**INITIATED BY:** Division of Arts & Cultural Services (VI)  
**AGENDA:** Consent

---

**Recommendation:** Approve the request for temporary street closures.

**Background:** In accordance with the Community Events procedure the event promoter Fred Cooper is coordinating with City of Wichita Staff, subject to final approval by the City Council.

**Analysis:** The following street closure request has been submitted:

**Our Lady of Guadalupe Festival December 11 & 12, 2008 7:00 am – 10:00 pm**  
§ 23<sup>rd</sup> Street North, Park Place to Market

Client will arrange to remove blockades as necessary to allow emergency vehicle access during entire designated time period. Blockades will be removed immediately upon completion of the event.

**Financial Consideration:** The event sponsor is responsible for all costs associated with special event.

**Goal Impact:** Enhance the Quality of Life

**Legal Consideration:** None

**Recommendation/Actions:** It is recommended that the City Council approve the request subject to: (1) Hiring off-duty certified law enforcement officers as required; (2) Obtaining barricades to close the streets in accordance with requirements of Police, Fire and Public Works Department. (3) Certificate of Liability Insurance on file with the Community Events Coordinator.

City of Wichita  
City Council Meeting  
November 18, 2008

**TO:** Mayor and City Council Members

**SUBJECT:** Supplemental Agreement for Staking in Mooring 10<sup>th</sup> Addition (south of 53<sup>rd</sup> Street North, west of Meridian) (District VI)

**INITIATED BY:** Department of Public Works

**AGENDA:** Consent

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**Recommendation:** Approve the Supplemental Agreement.

**Background:** The City Council approved the sewer and drainage improvements in Moorings 10<sup>th</sup> Addition on January 8, 2008. On July 8, 2008 the City approved an Agreement with MKEC Engineering Consultants, Inc. (MKEC) to design the improvements. The Design Agreement with MKEC requires MKEC to provide construction engineering and staking services if requested by the City.

**Analysis:** The proposed Supplemental Agreement between the City and MKEC provides for staking the improvements. Due to the current workload created by previous projects, City crews are not available to perform the staking for this project.

**Financial Considerations:** Payment to MKEC will be on a lump sum basis of \$19,850 and will be paid by special assessments.

**Goal Impact:** This Supplemental Agreement addresses the Efficient Infrastructure goal by providing the engineering services needed for the construction of sewer and drainage improvements in a new subdivision. It also addresses the Economic Vitality and Affordable Living goal by providing public improvements in new developments that are vital to Wichita's continued economic growth.

**Legal Considerations:** The Supplemental Agreement has been approved as to form by the Law Department.

**Recommendation/Action:** It is recommended that the City Council approve the Supplemental Agreement and authorize the necessary signatures.

**Attachments:** Supplemental Agreement

SUPPLEMENTAL AGREEMENT  
TO THE  
AGREEMENT FOR PROFESSIONAL SERVICES DATED JULY 8, 2008  
BETWEEN  
THE CITY OF WICHITA, KANSAS  
PARTY OF THE FIRST PART, HEREINAFTER CALLED THE  
"CITY"  
AND  
MKEC ENGINEERING CONSULTANTS, INC.  
PARTY OF THE SECOND PART, HEREINAFTER CALLED THE  
"ENGINEER"

WITNESSETH:

WHEREAS, there now exists a Contract (dated July 8, 2008) between the two parties covering engineering services to be provided by the ENGINEER in conjunction with the construction of improvements in **MOORINGS 10<sup>TH</sup> ADDITION** (south of 53<sup>rd</sup> Street North, west of Meridian).

WHEREAS, Paragraph IV. B. of the above referenced Contract provides that additional work be performed and additional compensation be paid on the basis of a Supplemental Agreement duly entered into by the parties, and

WHEREAS, it is the desire of both parties that the ENGINEER provide additional services required for the PROJECT and receive additional compensation (as revised herein):

NOW THEREFORE, the parties hereto mutually agree as follows:

A. PROJECT DESCRIPTION

The description of the improvements that the CITY intends to construct and thereafter called the "PROJECT" as stated on page 1 of the above referenced agreement is hereby amended to include the following:

**STAKING & AS-BUILT**

(as per the City of Wichita Standard Construction Engineering Practices)

**STORM WATER DRAIN NO. 344** serving Lots 2 through 18, Block 1; Lots 1 through 10, Block 2; Lots 1 through 24, Block 3; Lots 1 through 23, Block 4; Lots 1 through 5, Block 5, Moorings 10<sup>th</sup> Addition (south of 53<sup>rd</sup> Street North, west of Meridian) (Project No. 468 84468).

**STORM WATER SEWER NO. 641** serving Lots 2 through 18, Block 1; Lots 1 through 10, Block 2; Lots 1 through 24, Block 3; Lots 1 through 23, Block 4; Lots 1 through 5, Block 5, Moorings 10<sup>th</sup> Addition (south of 53<sup>rd</sup> Street North, west of Meridian) (Project No. 468 84469).

Construction staking and final as-built of all areas included in the project mass grading plan will be the responsibility of the ENGINEER, with final as-built plans submitted and sealed by a licensed land surveyor or registered professional engineer. Minimum construction staking shall consist of the following: grade stakes set at 50 foot centers in tangent sections, and 25 foot centers through curve sections, at the street centerline (to match CL street stationing per paving plans); both right-of-way



lines (at lot corners); back lot/easement lines (at lot corners); as well as any other grade break lines. Grade stake cuts and fills shall be to the dirt grade as required by the mass grading plan details, and shall not be set for final pavement grade, nor to actual final subgrade elevation. Final elevations for all areas outside the street right-of-way to be graded per plans, provisions or otherwise, including lots, easements, ponds and reserve areas, shall be within +/-0.2' of plan call-outs, unless otherwise stated in plans or provisions. Final elevations within the street right-of-way shall be within +/-0.1' of plan call-outs. The ENGINEER will be responsible to provide initial as-built(s) to the City's Project Engineer, who will coordinate any rework with the contractor. The ENGINEER'S survey and as-built generation responsibilities will include re-checking all points deemed to be out of compliance by the City project engineer, regardless of the number of times to achieve compliance. Two copies of the project specific mass grading and pond construction plan sheets will be submitted to the Project Engineer within 5 days of completion of final grading, will show original plan and final as-built elevations at all original call-out locations. Submittals will include both standard plan sheets as well as an electronic file.

#### B. PAYMENT PROVISIONS

The lump sum fee and the accumulated partial payment limits in Section IV. A. shall be amended as follows:

Payment to the ENGINEER for the performance of the professional services as outlined in this supplemental agreement shall be made on the basis of the lump sum fee specified below:

468 84468	<b><u>\$ 8,650.00</u></b>
468 84469	<b><u>\$11,200.00</u></b>
TOTAL	<b><u>\$19,850.00</u></b>

#### C. PROVISIONS OF THE ORIGINAL CONTRACT

The parties hereunto mutually agree that all provisions and requirements of the existing Contract, not specifically modified by this Supplemental Agreement, shall remain in force and effect.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this Supplemental Agreement as of this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

BY ACTION OF THE CITY COUNCIL

\_\_\_\_\_  
Carl Brewer, Mayor

ATTEST:

\_\_\_\_\_  
Karen Sublett, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Gary Rebenstorf, Director of Law

MKEC ENGINEERING CONSULTANTS, INC.

\_\_\_\_\_  
(Name & Title)

ATTEST:

\_\_\_\_\_

City of Wichita  
City Council Meeting  
November 18, 2008

**TO:** Mayor and City Council Members

**SUBJECT:** Agreement for Design Services for Bellechase 2<sup>nd</sup> Addition (east of 127<sup>th</sup> Street East, north of Harry) (District II)

**INITIATED BY:** Department of Public Works

**AGENDA:** Consent

-----

**Recommendation:** Approve the Agreement.

**Background:** The City Council approved the water, sanitary sewer, storm water and paving improvements in Bellechase 2<sup>nd</sup> Addition on October 21, 2008.

**Analysis:** The proposed Agreement between the City and Ruggles & Bohm, P.A. provides for the design of bond financed improvements consisting of water, sanitary sewer, storm water and paving in Bellechase 2<sup>nd</sup> Addition. Per Administrative Regulation 1.10, staff recommends that Ruggles & Bohm be hired for this work, as this firm provided the preliminary engineering services for the platting of the subdivision and can expedite plan preparation.

**Financial Considerations:** Payment to Ruggles & Bohm will be on a lump sum basis of \$58,000 and will be paid by special assessments.

**Goal Impact:** This Agreement addresses the Efficient Infrastructure goal by providing the engineering design services needed for the construction of water, sanitary sewer, storm water and paving improvements in a new subdivision. It also addresses the Economic Vitality and Affordable Living goal by providing public improvements in new developments that are vital to Wichita's continued economic growth.

**Legal Considerations:** The Agreement has been approved as to form by the Law Department.

**Recommendation/Action:** It is recommended that the City Council approve the Agreement and authorize the necessary signatures.

**Attachments:** Agreement.



AGREEMENT

for

PROFESSIONAL SERVICES

between

THE CITY OF WICHITA, KANSAS

and

RUGGLES & BOHM, P.A.

for

BELLECHASE 2ND ADDITION

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2008, by and between the CITY OF WICHITA, KANSAS, party of the first part, hereinafter called the "CITY" and RUGGLES & BOHM, P.A., party of the second part, hereinafter called the "ENGINEER".

WITNESSETH: That

WHEREAS, the CITY intends to construct;

**WATER DISTRIBUTION SYSTEM NO. 448 90406** serving Lots 4 through 12, Block 1; Lots 1 through 27, Block 2; Lots 1 through 16, Block 3, Bellechase 2<sup>nd</sup> Addition (east of 127<sup>th</sup> Street East, north of Harry) (Project No. 448 90406).

**LATERAL 415, FOUR MILE CREEK SEWER** serving Lots 5 through 57, Block 2; Lots 1 through 16, Block 3, Bellechase 2<sup>nd</sup> Addition (east of 127<sup>th</sup> Street East, north of Harry) (Project No. 468-84551).

**STORM WATER DRAIN NO. 351** serving Lots 1 through 12, Block 1; Lots 1 through 27, Block 2; Lots 1 through 16, Block 3, Bellechase 2<sup>nd</sup> Addition (east of 127<sup>th</sup> Street East, north of Harry) (Project No. 468-84552).

**BELLECHASE** from the west line of Bellechase 2<sup>nd</sup> Addition to the east line of Bellechase 2<sup>nd</sup> Addition; **BELLECHASE COURT** from the north line of Bellechase to and including cul-de-sac; **SIERRA HILLS** from the south line of Bellechase to the east line of Lot 9, Block 3, Bellechase 2<sup>nd</sup> Addition; **ALDEN** from the east line of Lot 9, Block 3, Bellechase 2<sup>nd</sup> Addition to the south line of Bellechase. (east of 127<sup>th</sup> Street East, north of Harry) (Project No. 472 84763).

NOW, THEREFORE, the parties hereto do mutually agree as follows:

I. SCOPE OF SERVICES

The ENGINEER shall furnish professional services as required for designing improvements in Bellechase 2<sup>nd</sup> Addition and to perform the PROJECT tasks outlined in Exhibit A.

II. IN ADDITION, THE ENGINEER AGREES

- A. To provide the various technical and professional services, equipment, material and transportation to perform the tasks as outlined in the SCOPE OF SERVICES (Exhibit A).
- B. To attend meetings with the City and other local, state and federal agencies as necessitated by the SCOPE OF SERVICES.
- C. To make available during regular office hours, all calculations, sketches and drawings such as the CITY may wish to examine periodically during performance of this agreement.
- D. To save and hold CITY harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of ENGINEER, its agents, servants, employees, or subcontractors occurring in the performance of its services under this contract.
- E. To maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by ENGINEER and, where relevant to method of payment, to make such material available to the CITY.
- F. To comply with all Federal, State and local laws, ordinances and regulations applicable to the work, including Title VI of the Civil Rights Act of 1964, and to comply with the CITY'S Affirmative Action Program as set forth in Exhibit "B" which is attached hereto and adopted by reference as though fully set forth herein.
- G. To accept compensation for the work herein described in such amounts and at such periods as provided in Article IV and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in connection with such work.
- H. To complete the services to be performed by ENGINEER within the time allotted for the PROJECT in accordance with Exhibit A; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond control of the ENGINEER.
- I. Covenants and represents to be responsible for the professional and technical accuracies and the coordination of all designs, drawings, specifications, plans and/or other work or material furnished by the ENGINEER under this agreement. ENGINEER further agrees, covenants and represents, that all designs, drawings, specifications, plans, and other work or material furnished by ENGINEER, its agents, employees and subcontractors, under this agreement, including any additions, alterations or amendments thereof, shall be free from negligent errors or omissions.
- J. ENGINEER shall procure and maintain such insurance as will protect the ENGINEER from damages resulting from the negligent acts of the ENGINEER, its agents, officers, employees and subcontractors in the performance of the professional services rendered under this agreement. Such policy of insurance shall be in an amount not less than \$500,000.00 subject to a deductible of \$10,000.00. In addition, a Workman's Compensation and Employer's Liability Policy shall be procured and maintained. This policy shall include an "all state" endorsement. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Workman's Compensation Law. The liability limit shall be not less than:

Workman's Compensation – Statutory  
Employer's Liability - \$500,000 each occurrence.

Further, a comprehensive general liability policy shall be procured and maintained by the ENGINEER that shall be written in a comprehensive form and shall protect ENGINEER against all claims arising from injuries to persons (other than ENGINEER'S employees) or damage to property of the CITY or others arising out of any negligent act or omission of ENGINEER, its agents, officers, employees or subcontractors in the performance of the professional services under this agreement. The liability limit shall not be less than \$500,000.00 per occurrence for bodily injury, death and property damage. Satisfactory Certificates of Insurance shall be filed with the CITY prior to the time ENGINEER starts any work under this agreement. In addition, insurance policies applicable hereto shall contain a provision that provides that the CITY shall be given thirty (30) days written notice by the insurance company before such policy is substantially changed or canceled.

- K. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The ENGINEER agrees to advise the CITY, in writing, of the person(s) designated as Project Manager not later than five (5) days following issuance of the notice to proceed on the work required by this agreement. The ENGINEER shall also advise the CITY of any changes in the person designated Project Manager. Written notification shall be provided to the CITY for any changes exceeding one week in length of time.

III. THE CITY AGREES:

- A. To furnish all available data pertaining to the PROJECT now in the CITY'S files at no cost to the ENGINEER. Confidential materials so furnished will be kept confidential by the ENGINEER.
- B. To provide standards as required for the PROJECT; however, reproduction costs are the responsibility of the ENGINEER, except as specified in Exhibit A.
- C. To pay the ENGINEER for his services in accordance with the requirements of this agreement.
- D. To provide the right-of-entry for ENGINEER'S personnel in performing field surveys and inspections.
- E. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The CITY agrees to advise, the ENGINEER, in writing, of the person(s) designated as Project Manager with the issuance of the notice to proceed on the work required by this agreement. The CITY shall also advise the ENGINEER of any changes in the person(s) designated Project Manager. Written notification shall be provided to the ENGINEER for any changes exceeding one week in length of time.
- F. To examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER in a timely fashion.

IV. PAYMENT PROVISIONS

- A. Payment to the ENGINEER for the performance of the professional services required by this agreement shall be made on the basis of the lump sum fee amount specified below:

Project No. 448 90406	<b><u>\$ 8,100.00</u></b>
Project No. 468 84551	<b><u>\$ 8,200.00</u></b>
Project No. 468 84552	<b><u>\$20,000.00</u></b>
Project No. 472 84763	<b><u>\$21,700.00</u></b>
TOTAL	<b><u>\$58,000.00</u></b>

- B. When requested by the CITY, the ENGINEER will enter into a Supplemental Agreement for additional services related to the PROJECT such as, but not limited to:
  - 1. Consultant or witness for the CITY in any litigation, administrative hearing, or other legal proceedings related to the PROJECT.
  - 2. Additional design services not covered by the scope of this agreement.
  - 3. Construction staking, material testing, inspection and administration related to the PROJECT.
  - 4. A major change in the scope of services for the PROJECT.If additional work should be necessary, the ENGINEER will be given written notice by the CITY along with a request for an estimate of the increase necessary in the not-to-exceed fee for performance of such additions. No additional work shall be performed nor shall additional compensation be paid except on the basis of a Supplemental Agreement duly entered into by the parties.

V. THE PARTIES HERETO MUTUALLY AGREE:

- A. That the right is reserved to the CITY to terminate this agreement at any time, upon written notice, in the event the PROJECT is to be abandoned or indefinitely postponed, or because of the ENGINEER'S inability to proceed with the work.
- B. That the field notes and other pertinent drawings and documents pertaining to the PROJECT shall become the property of the CITY upon completion or termination of the ENGINEER'S services in accordance with this agreement; and there shall be no restriction or limitation on their further use by the CITY. Provided, however, that CITY shall hold ENGINEER harmless from any and all claims, damages or causes of action which arise out of such further use when such further use is not in connection with the PROJECT.
- C. That the services to be performed by the ENGINEER under the terms of this agreement are personal and cannot be assigned, sublet or transferred without specific consent of the CITY.
- D. In the event of unavoidable delays in the progress of the work contemplated by this agreement, reasonable extensions in the time allotted for the work will be granted by the CITY, provided, however, that the ENGINEER shall request extensions, in writing, giving the reasons therefor.
- E. It is further agreed that this agreement and all contracts entered into under the provisions of this agreement shall be binding upon the parties hereto and their successors and assigns.

- F. Neither the CITY'S review, approval or acceptance of, nor payment for, any of the work or services required to be performed by the ENGINEER under this agreement shall be construed to operate as a waiver of any right under this agreement or any cause of action arising out of the performance of this agreement.
- G. The rights and remedies of the CITY provided for under this agreement are in addition to any other rights and remedies provided by law.
- H. It is specifically agreed between the parties executing this contract, that it is not intended by any of the provisions of any part of this contract to create the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for damages pursuant to the terms or provisions of this contract.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this agreement as of the date first written above.

BY ACTION OF THE CITY COUNCIL

\_\_\_\_\_  
Carl Brewer, Mayor

SEAL:

ATTEST:

\_\_\_\_\_  
Karen Sublett, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Gary Rebenstorf, Director of Law

RUGGLES & BOHM, P.A.

\_\_\_\_\_  
(Name & Title)

ATTEST:

## SCOPE OF SERVICES

The ENGINEER shall furnish engineering services as required for the development of plans, supplemental specifications and estimates of the quantities of work for the PROJECT in the format and detail required by the City Engineer for the City of Wichita. Engineering plans shall be prepared per Attachment No. 1.

In connection with the services to be provided, the ENGINEER shall:

A. PHASE I – PLAN DEVELOPMENT

When authorized by the CITY, proceed with development of Plans for the PROJECT based on the preliminary design concepts approved by the CITY.

1. Field Surveys. Provide engineering and technical personnel and equipment to obtain survey data as required for the engineering design. Utility companies shall be requested to flag or otherwise locate their facilities within the PROJECT limits prior to the ENGINEER conducting the field survey for the PROJECT. Utility information shall be clearly noted and identified on the plans.
2. Storm Water Pollution Prevention. On projects that disturb one acre or more, the ENGINEER will prepare a storm water pollution prevention plan, prepare the necessary permit application(s) and include any provisions or requirements in the project plans and special provisions. The storm water pollution prevention plan shall also include submittal of a NOI prior to bidding; site-specific erosion control plan; and standard BMP detail sheets per Attachment No. 1.
3. Soils and Foundation Investigations. The CITY'S Engineering Division of the Department of Public Works shall provide subsurface borings and soils investigations for the PROJECT. However, the CITY may authorize the ENGINEER to direct an approved Testing Laboratory to perform subsurface borings and soils investigations for the PROJECT, which shall be reported in the format and detail required by the City Engineer for the City of Wichita. The Testing Laboratory shall be responsible for the accuracy and competence of their work. The ENGINEER'S contract with the Testing Laboratory shall provide that the Testing Laboratory is responsible to the City for the accuracy and competence of their work. The cost of soils and boring investigations shall be passed directly to the City of Wichita.
4. Review Preliminary Design Concepts. Submit preliminary design concepts for review with the City Engineer or his designated representative prior to progressing to detail aspects of the work unless waived by the City Engineer.
5. Drainage Study. When applicable, conduct a detailed study to explore alternative design concepts concerning drainage for the PROJECT. Present the findings in writing identifying recommendations to the CITY, including preliminary cost estimates, prior to development of final check plans. Such written findings and recommendations must be in a format which is self explanatory and readily understood by persons with average backgrounds for the technology involved.
6. Prepare engineering plans, plan quantities and supplemental specifications as required. Engineering plans will include incidental drainage where required and permanent traffic signing. The PROJECT'S plans and proposed special provisions shall address the requirements included in the City's Administrative Regulations 6.5, "Cleanup, Restoration or Replacement Following Construction." Also, final plans, field notes and other pertinent project mapping records are to be submitted per Attachment No. 1. The files are to be AutoCAD drawing files or DXF/DXB files. Layering, text fonts, etc. are to be reviewed and approved during the preliminary concept development phase of the design work. Text fonts other than standard AutoCAD files are to be included with drawing files. In addition to supplying the electronic files of the AutoCAD drawing files of the final plans, ENGINEER will also need to supply electronic files of the drawings in PDF format.
7. Prepare right-of-way tract maps and descriptions as required in clearly drawn detail and with sufficient reference to certificate of title descriptions. ENGINEER will perform all necessary survey work associated with marking the additional right-of-way easements. This shall include the setting monuments of new corners for any additional right-of-way and a one time marking of the right-of-way for utility relocations.
8. Identify all potential utility conflicts and provide prints of preliminary plans showing the problem locations to each utility. ENGINEER shall meet with utility company representatives to review plans and coordinate resolution of utility conflicts prior to PROJECT letting or, if approved by the City Engineer, identify on plans conflicts to be resolved during construction. Provide to CITY utility status report identifying utility conflicts with dates by which the conflicts will be eliminated with signed utility agreements from each in-

involved utility company. ENGINEER shall meet with involved utility company/ies and project contractor to resolve any conflicts with utilities that occur during construction that were not identified and coordinated during design.

9. All applicable coordinate control points and related project staking information shall be furnished on a map on the plans, as well on CD-ROM, as a text file, along with the project PDF's. When applicable, this coordinate information will be used by the CITY for construction staking purposes.
10. All shop drawings submitted by the contractor for the PROJECT shall be reviewed and, when acceptable, approved for construction by the ENGINEER for the PROJECT.
11. The ENGINEER shall meet with effected property owners, along with City staff, at a pre-construction Public Information Meeting, as arranged by the City, to explain project design, including such issues as construction phasing and traffic control.
12. The ENGINEER shall complete permanent monumentation of all new R/W, complete and submit all necessary legal documentation for same.
13. Permits. The ENGINEER shall prepare any and all necessary permits for this PROJECT, such as the preparation of applications for U.S. Army Corps of Engineers (404) permits, Division of Water Resources permit, Kansas Department of Wildlife and Parks permit and Kansas Department of Health and Environment permit. Also if requested by the CITY, obtain construction approval from the U.S. Army Corps of Engineers and assist the CITY in coordinating the archaeological review of the PROJECT.
14. Complete and deliver field notes, plan tracings, specifications and estimates to the CITY within the time allotted for the PROJECTS as stipulated below.
  - a. Plan Development for the water improvements by **January 16, 2009**.  
(Project No. 448 90406).
  - b. Plan Development for the sewer improvements by **January 16, 2009**.  
(Project No. 468 84551).
  - c. Plan Development for the drainage improvements by **January 16, 2009**.  
(Project No. 468 84552).
  - d. Plan Development for the paving improvements by **January 16, 2009**.  
(Project No. 472 84763).

## **Attachment No. 1 to Exhibit “A” – Scope of Services**

### **Plan Submittal**

Water projects plans shall be submitted with (1) set of mylar plans; and a CD of the .dwgs and .pdfs. This includes projects that have the water plans incorporated into that project, for which the cover sheet should also be included.

Storm Sewer, Sanitary Sewer and Paving plans shall be submitted in a .dwg and .pdf format on a CD.

Paper plan submittals for KDOT projects (i.e. Field Check, ULCC, Final Check, etc.) will not change and the cover sheet mylar will be required for all projects for signature purposes. Projects that have water lines incorporated into the project are required to have those pages in a mylar format. The complete project must be submitted in a scalable .pdf format.

In addition, two (2) sets of 11”x17” plans will be submitted at the time of final .pdf submittal for ALL projects, regardless of the type.

### **Storm Water Pollution Prevention**

For any project disturbing one acre of ground or more, the design Consultant must prepare a Notice of Intent and a Storm Water Pollution Prevention Plan and submit them to the KDHE for approval. Complete copies of the approved NOI and SWP3 must be provided to the City, prior to bidding. One hard copy should be provided to the project engineer upon approval, one electronic copy should be included with your transmittal of PDF plan files, and one additional electronic copy should be sent to the attention of Mark Hall at the following address:

City of Wichita  
Environmental Services  
1900 E. 9<sup>th</sup> St. North  
Wichita, KS 67214

THIS INCLUDES **ALL** PROJECTS DISTURBING ONE ACRE OR MORE – I.E. NEW DEVELOPMENT, ARTERIAL STREETS, DIRT STREETS, BIKE PATHS, SEWER MAINS, ETC.

The City of Wichita will, under no circumstance, bid any project without first receiving copies of the KDHE approved NOI and SWP3.

The design of all City of Wichita construction projects must include the development of a site-specific erosion control plan. The site-specific erosion control plan must be included in the project plans. Every component and requirement of the erosion control plan must be separately and accurately accounted as a measured quantity bid item in the engineer’s estimate.

Please note that careful consideration must be given to the transition of BMP maintenance responsibilities throughout the course of multi-phased projects. All intended responsibilities must be clearly demonstrated by the bid items. For example, if it is intended that the contractor of a subsequent waterline project be responsible for the maintenance of silt fence installed with a preceding sanitary sewer project, a measured quantity bid item must be submitted for x-lf of silt fence maintenance.

The City’s current BMP standard detail sheets shall be included in all plans. These five sheets must be included in every plan set developed for the City of Wichita, regardless of project size.

City of Wichita  
City Council Meeting  
November 18, 2008

**TO:** Mayor and City Council Members

**SUBJECT:** Change Order: Douglas and Oliver Intersection Improvements (District II)

**INITIATED BY:** Department of Public Works

**AGENDA:** Consent

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**Recommendation:** Approve the Change Order.

**Background:** On April 8, 2008, the City Council approved a construction contract with Pavers, Inc. for the improvement of the intersection of Douglas and Oliver. The project includes ornamental street lights that were petitioned by adjacent land owners. After work began, adjacent owners at Delrose and Douglas signed a Petition to pay for all of the increased cost of ornamental lights at the west end of the project.

**Analysis:** A Change Order has been prepared for the cost of the additional work. Funding is available within the project budget.

**Financial Considerations:** The total cost of the additional work is \$23,059 with \$11,020 assessed to the improvement district and \$12,039 paid by General Obligation Bonds. The original contract amount is \$1,395,168. This Change Order plus previous change orders represents 5.35% of the original contract amount.

**Goal Impact:** This project addresses the Quality of Life goal by improving the appearance of an important transportation corridor.

**Legal Considerations:** The Law Department has approved the Change Order as to legal form. The Change Order amount is within the 25% of construction contract cost limit set by City Council policy.

**Recommendation/Action:** It is recommended that the City Council approve the Change Order and authorize the necessary signatures.

**Attachments:** Change Order.





PUBLIC WORKS-ENGINEERING

October 1, 2008  
**CHANGE ORDER**

**To:** Pavers, Inc.

**Project:** Douglas & Oliver Intersection  
Reconstruction

**Change Order No.:** 3

**Project No.:** 472-84609/472-84729

Purchase Order No.: 800413

**OCA No.:** 706970/636202/766217

**CHARGE TO OCA No.:** 706970 = \$12,039.05  
766217 = \$11,020.14

**PPN:** 207436/778592/490235

**Please perform the following extra work at a cost not to exceed \$23,059.19**

Add Street Lights at the northwest and southwest corners of Douglas & Delrose and change service boxes to junction boxes for the traffic signals to fit field conditions. The street light installation will not be complete before the project duration.

**ADD: (766217)**

Street Light Installation 1 ea. @ \$11,020.14 / ea. = \$11,020.14

**ADD: (706970)**

Street Light Installation 1 ea. @ \$11,020.15 / ea. = \$11,020.15

Change Service Boxes to junction boxes 1 LS @ \$1,018.90 / ea. = \$1,018.90

**TOTAL = \$23,059.19**

**CIP Budget Amount:** \$2,000,000.00 (706970)  
\$ 11,250.00 (766217)

**Consultant:** KE Miller

**Total Exp. & Encum. To Date:** \$1,343,445.21 (706970)  
\$ 70.20 (766217)

**CO Amount:** \$23,059.19

**Uncneum. Bal After CO:** \$644,515.74 (706970)  
\$ 159.66 (766217)

**Original Contract Amt.:** \$1,395,168.04

**Current CO Amt.:** \$23,059.19

**Amt. of Previous CO's:** \$51,537.92

**Total of All CO's:** \$74,597.11

**% of Orig. Contract / 25% Max.:** 5.35%

**Adjusted Contract Amt.:** \$1,469,765.15

**Recommended By:**

\_\_\_\_\_  
Larry Schaller, P.E.  
Construction Engineer

\_\_\_\_\_  
Date

**Approved:**

\_\_\_\_\_  
Jim Armour, P.E.  
City Engineer

\_\_\_\_\_  
Date

**Approved:**

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Date

**Approved:**

\_\_\_\_\_  
Chris Carrier, P.E.  
Director of Public Works

\_\_\_\_\_  
Date

**Approved as to Form:**

\_\_\_\_\_  
Gary Rebenstorf  
Director of Law

\_\_\_\_\_  
Date

**By Order of the City Council:**

\_\_\_\_\_  
Carl Brewer  
Mayor

\_\_\_\_\_  
Date

**Attest:**

\_\_\_\_\_  
City Clerk

City of Wichita  
City Council Meeting  
November 4, 2008

**TO:** Mayor and City Council Members

**SUBJECT:** Change Order: Phase 8, 2007 Sanitary Sewer Reconstruction Program (south of Kellogg, east of Hillside) (District III)

**INITIATED BY:** Department of Public Works

**AGENDA:** Consent

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**Recommendation:** Approve the Change Order.

**Background:** On February 5, 2008, the City Council approved a construction contract with W.B. Carter Construction Co., Inc. to reconstruct sanitary sewer lines and manholes located south of Kellogg, east of Hillside. After the work began, it was determined that 458 feet of pipe was encased in concrete and should be removed. In addition, two service connections require the removal and replacement of 13 feet of sewer line.

**Analysis:** A Change Order has been prepared for the cost of the additional work. Funding is available within the project budget.

**Financial Considerations:** The total cost of the additional work is \$22,740 with the total paid by the Sanitary Sewer Utility. The original contract amount is \$181,231. The Change Order represents 12.55% of original contract amount.

**Goal Impact:** This project addresses the Efficient Infrastructure goal by providing ongoing maintenance of the City's sanitary sewer system.

**Legal Considerations:** The Law Department has approved the Change Order as to legal form. The Change Order amount is within the 25% of construction contract cost limit set by City Council policy.

**Recommendation/Action:** It is recommended that the City Council approve the Change Order and authorize the necessary signatures.

**Attachments:** Change Order.



PUBLIC WORKS-ENGINEERING

August 24, 2008

**CHANGE ORDER**

**To:** W.B. Carter Construction Co., Inc.

**Project:** 2008 Sanitary Sewer Reconstruction  
Phase 1 (various locations east of Hillside, south  
of 21st Street North)

**Change Order No.:** 1

**Project No.:** 468-84482

Purchase Order No.: 800128

**OCA No.:** 620499

**CHARGE TO OCA No.:** 620499

**PPN:** 668618

**Please perform the following extra work at a cost not to exceed \$22,740.00**

At Site 1, in lieu of replacing the service connection at 615 S. Broadview, the repair was made by performing a 5' point repair. Also at Site 1, the service connection at 618 S. Fountain was repaired by an 8' point repair. At Site 2, four additional feet was added to the 8' point repair for a total of 12'. 458' of concrete encasement was removed north of MH 5746-294. See attached

**CIP Budget Amount: \$244,000.00**

**Original Contract Amt.: \$181,231.00**

**Consultant: Staff**

**Current CO Amt.: \$22,740.00**

**Total Exp. & Encum. To Date: \$193,137.82**

**Amt. of Previous CO's: \$0.00**

**CO Amount: \$22,740.00**

**Total of All CO's: \$22,740.00**

**Unencum. Bal After CO: \$28,122.18**

**% of Orig. Contract / 25% Max.: 12.55%**

**Adjusted Contract Amt.: \$203,971.00**

**Recommended By:**

**Approved:**

\_\_\_\_\_  
Larry Schaller, P.E.  
Construction Engineer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jim Armour, P.E.  
City Engineer

\_\_\_\_\_  
Date

**Approved:**

**Approved:**

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chris Carrier, P.E.  
Director of Public Works

\_\_\_\_\_  
Date

**Approved as to Form:**

**By Order of the City Council:**

\_\_\_\_\_  
Gary Rebenstorf  
Director of Law

\_\_\_\_\_  
Date

\_\_\_\_\_  
Carl Brewer  
Mayor

\_\_\_\_\_  
Date

**Attest:**\_\_\_\_\_

City Clerk

**CITY OF WICHITA**  
**City Council Meeting**  
November 18, 2008

**TO:** Mayor and City Council Members

**SUBJECT:** Acquisition of Vacant Land in the 4700 Block of South Meridian; 47<sup>th</sup> Street – 31<sup>st</sup> Street Road Improvement Project (District IV)

**INITIATED BY:** Office of Property Management

**AGENDA:** Consent

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**Recommendation:** Approve the acquisition.

**Background:** On July 1, 2008, the City Council approved the improvement of Meridian Street between 47<sup>th</sup> St. South and 31<sup>st</sup> St. South. Meridian will be widened from two-lanes to five-lanes with a center two-way turn lane. Curb to gutter will be constructed. Traffic signals will be upgraded where they currently exist with new traffic signals will be installed at the I-235 access ramps. Partial acquisitions from 18 parcels along the corridor are necessary. These parcels consist of vacant land, single-family residences and commercial buildings.

**Analysis:** This particular acquisition is a 20-foot wide strip of land along the west side of Meridian. The property is vacant and zoned commercial. The owner has agreed to convey the necessary land for the appraised value of \$5,020, or \$2.25 per square foot.

**Financial Considerations:** The funding source for the project is General Obligation Bonds. A budget of \$5,600 is requested. This includes \$5,020 for the acquisition and \$580 for closing costs and title insurance.

**Goal Impact:** This project addresses the Efficient Infrastructure goal by improving traffic flow through a major transportation corridor.

**Legal Considerations:** The Law Department has approved the contract as to form.

**Recommendation/Action:** It is recommended that the City Council; 1) Approve the Budget; 2) Approve the Real Estate Purchase Contract and 3) Authorize the necessary signatures.

**Attachments:** Tract map, aerial and real estate purchase agreement.

# EXHIBIT

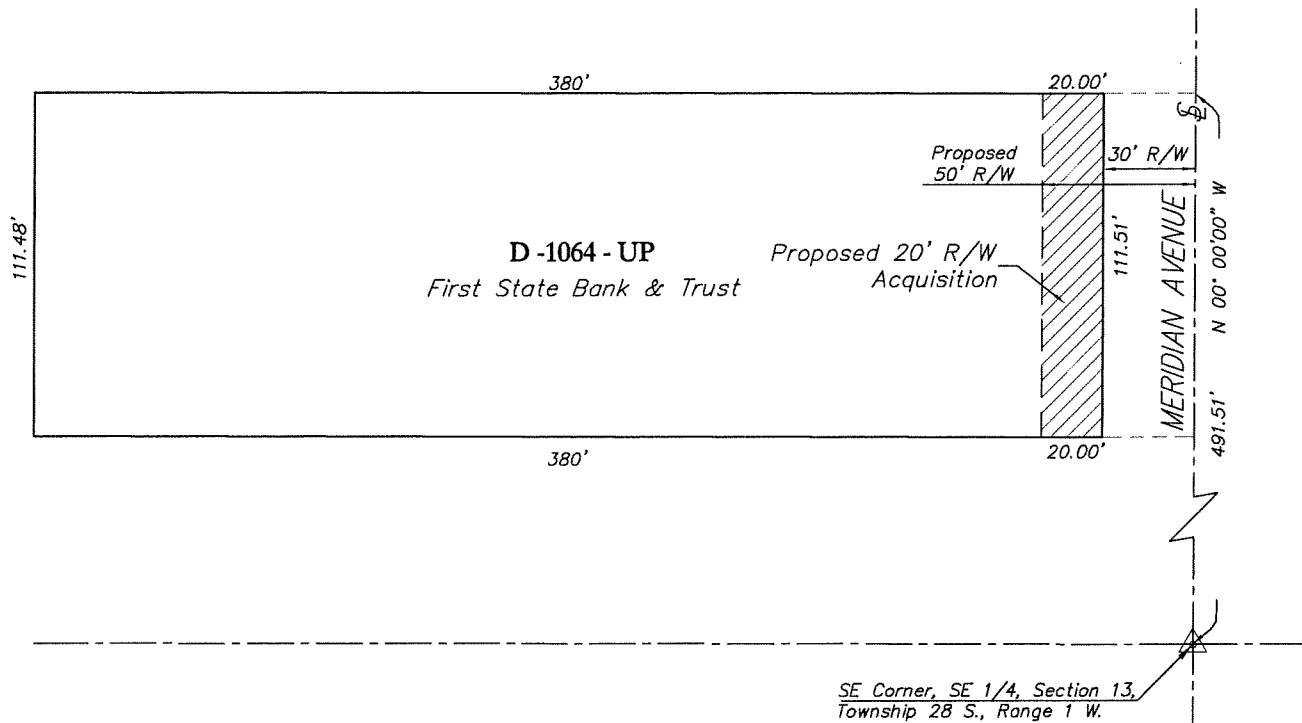
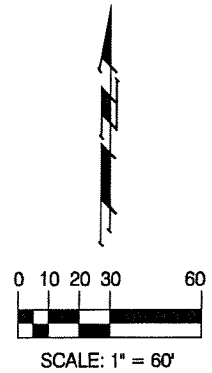
## LEGAL DESCRIPTION:

*A Proposed 20.00 feet Right-of-Way Acquisition in Wichita, Sedgwick County, Kansas, Described as Follows:*

*The West 20.00 feet of the East 50.00 feet of the following described tract of land:*

*Beginning 491.51 feet N 00° 00' 00" W of the SE Corner of the SE Quarter of Section 13, Township 28 South, Range 1 West of the 6th P.M., Sedgwick County, Kansas; thence N 89° 48' 00" W a distance of 380.00 feet; thence S 00° 00' 00" W a distance of 111.48 feet; thence S 89° 48' 00" E a distance of 380.00 feet; thence N 00° 00' 00" W a distance of 111.51 feet to the point of beginning subject to Road of Way of Record.*

*Containing 2,230.1 Sq. Ft., more or less.*



DATE: 8/6/08



Project Number 05-10-E397

F: eng/47th South/Exhibits/FSB&T.dwg



# D-1064-UP



- |  |  |   |                                       |                                |  |   |                                     |                              |                                   |                                    |                                |                               |                                    |  |                                    |                                  |   |                                   |   |                                |  |                                |                                   |   |                                      |
|--|--|---|---------------------------------------|--------------------------------|--|---|-------------------------------------|------------------------------|-----------------------------------|------------------------------------|--------------------------------|-------------------------------|------------------------------------|--|------------------------------------|----------------------------------|---|-----------------------------------|---|--------------------------------|--|--------------------------------|-----------------------------------|---|--------------------------------------|
| <input type="checkbox"/> Identified Features | <input type="checkbox"/> NO                      | <input type="checkbox"/> Subdivisions     | State Highway                         | US Federal Highway             | Interstate                             | KTA   | Arterial                            | Collector                    | Minor                             | Ramp                               | Railroads                      | Quarter Section               | Waterways                          | Streams                                  | Historic Sites                     | REGIONAL                         | STATE/NATIONAL                          | STATE                             | Historic Environs                       | Parks                          | Airports                                   | SIDERASTER S-DEDATA.ORTH-O     | City Limits                       |   |                                      |
| <input type="checkbox"/> Selected Features   | <input type="checkbox"/> YES                     | <input type="checkbox"/> Property Parcels | Roads                                 | State Highway                  | US Federal Highway                     | KTA   | Arterial                            | Collector                    | Minor                             | Ramp                               | Railroads                      | Quarter Section               | Waterways                          | Streams                                  | Historic Sites                     | REGIONAL                         | STATE/NATIONAL                          | STATE                             | Historic Environs                       | Parks                          | Airports                                   | SIDERASTER S-DEDATA.ORTH-O     | City Limits                       |   |                                      |
| <input type="checkbox"/> Historic Districts  | <input type="checkbox"/> Delano Overlay District | <input type="checkbox"/> Old Town         | <input type="checkbox"/> Subdivisions | <input type="checkbox"/> Roads | <input type="checkbox"/> State Highway | <input type="checkbox"/> US Federal Highway | <input type="checkbox"/> Interstate | <input type="checkbox"/> KTA | <input type="checkbox"/> Arterial | <input type="checkbox"/> Collector | <input type="checkbox"/> Minor | <input type="checkbox"/> Ramp | <input type="checkbox"/> Railroads | <input type="checkbox"/> Quarter Section | <input type="checkbox"/> Waterways | <input type="checkbox"/> Streams | <input type="checkbox"/> Historic Sites | <input type="checkbox"/> REGIONAL | <input type="checkbox"/> STATE/NATIONAL | <input type="checkbox"/> STATE | <input type="checkbox"/> Historic Environs | <input type="checkbox"/> Parks | <input type="checkbox"/> Airports | <input type="checkbox"/> SIDERASTER S-DEDATA.ORTH-O | <input type="checkbox"/> City Limits |



Every reasonable effort has been made to assure the accuracy of the maps and associated data provided herein. This information is provided with the understanding that the data are susceptible to a degree of error, and conclusions drawn from such information are the responsibility of the reader. The City of Wichita makes no warranty, representation or guaranty as to the content, accuracy, timeliness or completeness of any of the data provided herein. Some data provided here and used for the preparation of these maps has been obtained from public records not created or maintained by the City of Wichita. The City of Wichita shall assume no liability for any decisions made or actions taken or not taken by the reader in reliance upon any information or data furnished hereunder. The user should consult with the appropriate departmental staff member, e.g. Planning, Parks & Recreation, etc. to confirm the accuracy of information appearing in the visual presentations accessible through these web pages.

## REAL ESTATE PURCHASE AGREEMENT

THIS AGREEMENT, Made and entered into this 22 day of OCTOBER, 2008 by and between First State Bank & Trust, hereinafter referred to as "Seller," whether one or more, and City of Wichita, hereinafter referred to as "Buyer," whether one or more.

**WITNESSETH:** That for and in consideration of the mutual promises, covenants and payments hereinafter set out, the parties hereto do hereby contract to and with each other, as follows:

1. The Seller does hereby agree to sell and convey to the Buyer by a warranty deed for the construction and maintenance of road right-of-way and other infrastructure improvements within, upon and under the following described tract, to wit:

A proposed 20.00 feet Right-of-Way Acquisition in Wichita, Sedgwick County, Kansas, described as follows: The West 20.00 feet of the East 50.00 feet of the following described tract of land:

Beginning 491.51 feet N00°00'00"W of the SE Corner of the SE Quarter of Section 13, Township 28 South, Range 1 West of the 6<sup>th</sup> P.M., Sedgwick County, Kansas; thence N89°48'00"W a distance of 380.00 feet; thence S00°00'00"W a distance of 111.48 feet; thence S89°48'00"E a distance of 380.00 feet; thence N00°00'00"W a distance of 111.51 feet to the point of beginning, subject to road Right-of-Way record.

2. The Buyer hereby agrees to purchase, and pay to the Seller, as consideration for the conveyance to him of the above described tract and all damages and/or claims, the sum of Five Thousand Twenty Dollars and No Cents (\$5,020.00) in the manner following, to-wit: cash at closing.

3. A complete abstract of title certified to date, or a title insurance company's commitment to insure, to the above described real property, showing a merchantable title vested in the seller, subject to easements and restrictions of record is required. The Title Evidence shall be sent to Property Management Division- for examination by the Buyer as promptly and expeditiously as possible, and it is understood and agreed that the Seller shall have a reasonable time after said Title Evidence has been examined in which to correct any defects in title.

4. A duly executed copy of this Purchase Agreement shall be delivered to the parties hereto.

5. It is understood and agreed between the parties hereto that time is of the essence of this contract, and that this transaction shall be consummated on or before November 26, 2008.

6. The Seller further agrees to convey the above described easement with all the improvements located thereon and deliver possession of the same in the same condition as they now are, reasonable wear and tear excepted.

7. Possession to be given to Buyer on or before closing date.

8. In the event an Owners title insurance policy is furnished, the total cost of the

commitment to insure and the title insurance policy will be paid 0% by seller and 100% by buyer. Buyer will pay 100% closing costs.

9. Site Assessment


A. At any time prior to the closing of this agreement, the buyer shall have the right to conduct or cause to be conducted an environmental site assessment and/or testing on the Property. If an environmental audit or test reveals the presence of a hazardous substance or waste, as defined by federal or state law, or that there has been a spill or discharge of a hazardous substance or waste on the Property, the buyer shall have the right to void this agreement upon notice to the seller, in which event neither party shall be under any further obligation to the other, with the exception that seller shall return to buyer any deposit made hereunder. The buyer or its agents shall have the right, without the obligation, to enter upon the Property prior to closing to undertake an environmental site assessment or testing of the Property, at the buyer's sole expense.

B. Provided, however, buyer shall in no event be obligated to close before the completion of a site assessment made pursuant to Paragraph A above. The buyer shall, if buyer determines a site assessment is necessary, exercise good faith in commencing and diligently completing such site assessment after this agreement is executed by all parties.

**WITNESS OUR HANDS AND SEALS** the day and year first above written.

**SELLER:**

**FIRST STATE BANK & TRUST:**

  
CHRIS DONNELLY, EXEC. V.P.

\_\_\_\_\_

**BUYER:**

By Direction of the City Council

**ATTEST:**

\_\_\_\_\_  
Carl Brewer, Mayor

\_\_\_\_\_  
Karen Sublett, City Clerk

**Approved as to Form:**

\_\_\_\_\_  
Gary E. Rebenstorf, Director of Law



**CITY OF WICHITA**  
**City Council Meeting**  
November 18, 2008

**TO:** Mayor and City Council Members

**SUBJECT:** Acquisition of 212 East 21<sup>st</sup> Street North and 222 East 21<sup>st</sup> Street North for the Intersection Improvement Project at 21<sup>st</sup> and Broadway (District VI)

**INITIATED BY:** Office of Property Management

**AGENDA:** Consent

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**Recommendation:** Approve the acquisition.

**Background:** On September 11, 2007, the City Council approved the roadway intersection improvement of 21<sup>st</sup> and Broadway. The project will provide left turn lanes at all four approaches to the intersection, existing pavement will be replaced and the traffic signal system will be upgraded. The project requires the acquisition of a 6,636 square foot retail building located at 212 East 21<sup>st</sup> Street and a 6,431 square foot mixed use- retail/residential building at 222 East 21<sup>st</sup> Street. The two properties are owned by the same entity.

**Analysis:** The owner rejected the original appraised offer of \$470,000. The owner has agreed to convey the properties to the City for a sum of \$550,000. The building at 212 East 21<sup>st</sup> Street consists of 6,636 square foot. At \$250,000, the purchase price is \$37.67 per square foot. In addition, \$300,000, or \$31.13 per square foot, is allotted for the 9,636 square foot building at 222 East 21<sup>st</sup> Street. This amount includes eligible relocation benefits for the businesses in the buildings. An eminent domain action had been started on these properties. This settlement will avoid the costs and uncertainties associated with condemnation.

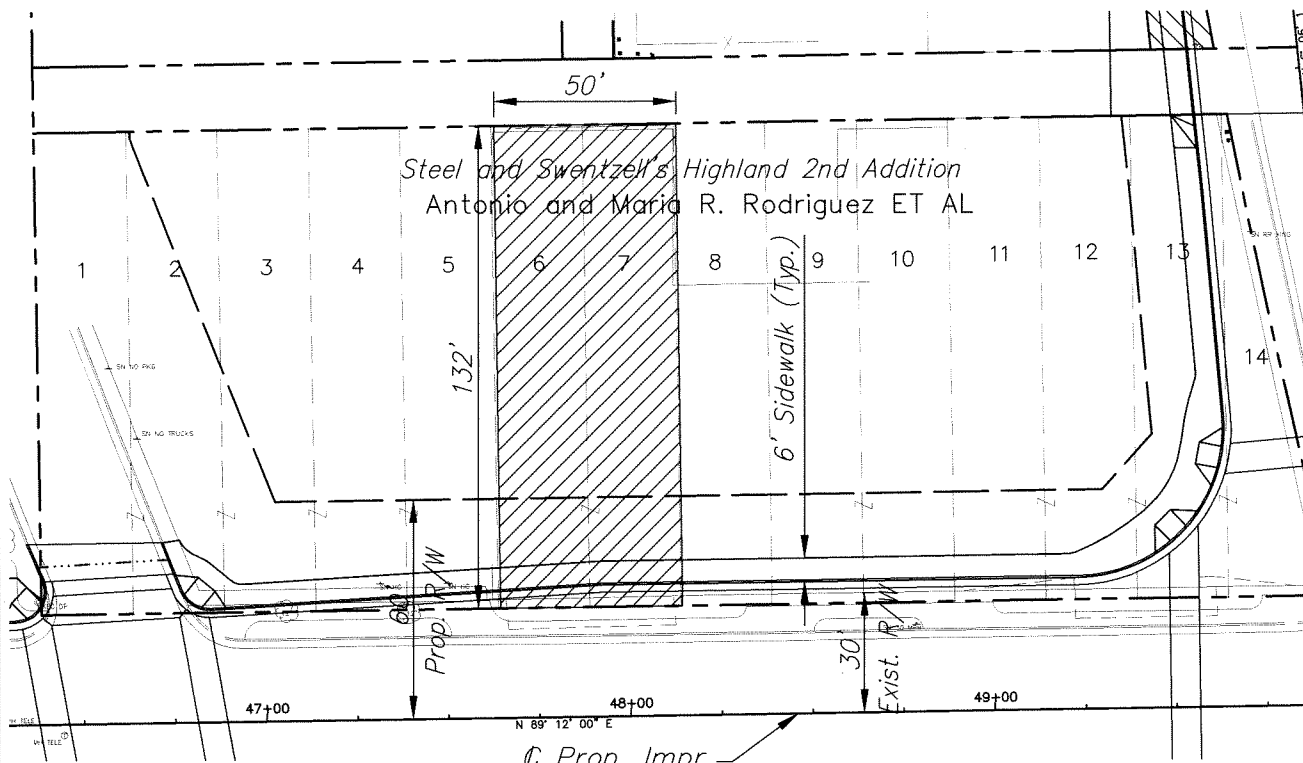
**Financial Considerations:** The funding source for the project is General Obligation Bonds. A budget of \$576,000 is requested. This includes \$550,000 for acquisition and relocation benefits, \$25,000 for demolition and \$1,000 for closing costs and title insurance.

**Goal Impact:** The acquisition of this parcel is necessary to ensure efficient infrastructure by improving the traffic flow through a major transportation corridor.

**Legal Considerations:** The Law Department has approved the contract as to form.

**Recommendation/Action:** It is recommended that the City Council; 1) Approve the Budget; 2) Approve the Real Estate Purchase Contract and 3) Authorize the necessary signatures.

**Attachments:** Tract maps, aerial and real estate purchase agreement.

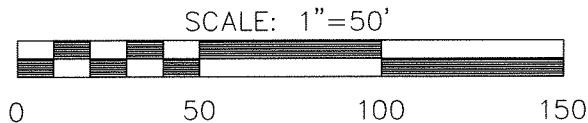


### LEGAL DESCRIPTION:


#### Right of Way:

All of Lots 6 and 7, Steel and Swentzell's Highland 2nd Addition to the City of Wichita, Sedgwick County, Kansas.

Said parcel of land contains 6,600 square feet, more or less.



### LEGEND:

 Right of Way Take  
= 6,600 Sq. Ft.

#### Owner:

Antonio and Maria R. Rodriguez ET AL  
212 E. 21st St. N.  
Wichita, KS 67203

#### Property Identification:

A 2817

J:\Civil\06025\dwg\Tractmaps\06025-tract1.dwg 02/16/2007 01:40:50 PM CST



**MKEC**  
ENGINEERING  
CONSULTANTS  
411 N. WEBB ROAD  
WICHITA, KS. 67206  
316 - 694 - 9600

**21ST STREET N. & BROADWAY AVENUE  
INTERSECTION IMPROVEMENTS**

PROJECT NAME

**RIGHT OF WAY TRACT MAP**

SHEET TITLE

DESIGN BY:

JSB

DRAWN BY:

JCM

CHECKED BY:

MAR. 2007

DATE

JOS NO.

1 / 1

SHEET/OF

TRACT 1

9-27-07





## REAL ESTATE PURCHASE AGREEMENT

THIS AGREEMENT, Made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2008 by and between Antonio and Maria R. Rodriguez, husband and wife, hereinafter referred to as "Seller," whether one or more, and City of Wichita, Kansas, a Municipal Corporation, hereinafter referred to as "Buyer," whether one or more.

**WITNESSETH:** That for and in consideration of the mutual promises, covenants and payments hereinafter set out, the parties hereto do hereby contract to and with each other, as follows:

1. The Seller does hereby agree to sell and convey to the Buyer by a good and sufficient warranty deed for the following described real property, situated in Sedgwick County, Kansas, to wit:

Lots 6, 7, Lot 10 and Lot 9 except the west 1.28 feet thereof, Steel and Swentzell's Highland 2<sup>nd</sup> Addition to the City of Wichita, Sedgwick County, Kansas.

Commonly known as 212 East 21<sup>st</sup> Street North and 222 East 21<sup>st</sup> Street North

2. The Buyer hereby agrees to purchase, and pay to the Seller, as consideration for the conveyance to him of the above described real property the sum of Five Hundred and Fifty Thousand Dollars and No Cents (\$550,000.00) in the manner following, to-wit: cash at closing.

3. A complete abstract of title certified to date, or a title insurance commitment to insure to the above described real property, showing a merchantable title vested in the seller, subject to easements and restrictions of record is required. The Title Evidence shall be sent to City of Wichita, KS, Property Management Division for examination by the Buyer as promptly and expeditiously as possible, and it is understood and agreed that the Seller shall have a reasonable time after said Title Evidence has been examined in which to correct any defects in title.

4. A duly executed copy of this Purchase Agreement shall be delivered to the parties hereto.

5. Taxes shall be pro-rated for the calendar year through the date of closing.

6. It is understood and agreed between the parties hereto that time is of the essence of this contract, and that this transaction shall be consummated on or before November 30, 2008.

7. The Seller further agrees to convey the above described premises with all the improvements located thereon and deliver possession of the same and in the same condition as they now are except seller may remove all personal property which shall include but not be limited to:

- a. All HVAC equipment
- b. Lights and lighting fixtures

8. Possession of 222 East 21<sup>st</sup> Street North to be given to Buyer at closing. Possession of 212 East 21<sup>st</sup> Street North to be given to Buyer on or before January 31, 2009.

9. Seller agrees, as part of this contract, to relocate any and all items of personal property located on the site which are owned by Seller. All benefits that Seller, or any entity related to Seller, may be eligible for pursuant to the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 as amended are incorporated in the purchase price above.

Seller agrees that any personal property not removed by the Seller no later than the date Buyer takes possession shall be considered abandoned and property of the Buyer. The Buyer, its agents or assigns, may remove the personal property in any manner deemed appropriate by the Buyer without any recourse or claim from the Seller or any other person.

10. In the event an Owners title insurance policy is furnished, the total cost of the commitment to insure and the title insurance policy will be paid 0% by seller and 100% by buyer. Buyer will pay 100% closing costs.

11. Site Assessment

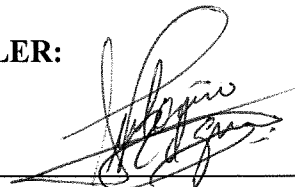
A. At any time prior to the closing of this agreement, the buyer shall have the right to conduct or cause to be conducted, at Buyer's expense, an environmental site assessment and/or testing on the property. If an environmental audit or test reveals the presence of a hazardous substance or waste, as defined by federal or state law, or that there has been a spill or discharge of a hazardous substance or waste on the property, Buyer shall have the right to void this agreement upon notice to Seller, in which event neither party shall be under any further obligation to the other, with the exception that Seller shall return to buyer any deposit made hereunder.

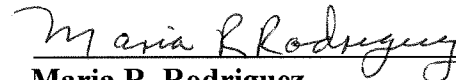
B. Provided, however, Buyer shall in no event be obligated to close before the completion of a site assessment made pursuant to Paragraph A above. Buyer shall, if Buyer determines a site assessment is necessary, exercise good faith in commencing and diligently completing such site assessment after this agreement is executed by all parties.

12. The parties acknowledge that Buyer has filed a condemnation action and that this transaction is done in lieu of the Buyer's acquisition of the described property through the condemnation action .

**WITNESS OUR HANDS AND SEALS** the day and year first above written.

**SELLER:**

  
\_\_\_\_\_  
**Antonio Rodriguez**

  
\_\_\_\_\_  
**Maria R. Rodriguez**

**BUYER:**

**By Direction of the City Council**

**ATTEST:**

\_\_\_\_\_  
**Carl Brewer, Mayor**

\_\_\_\_\_  
**Karen Sublett, City Clerk**

**Approved as to Form:**

\_\_\_\_\_  
**Gary E. Rebenstorf, Director of Law**

**CITY OF WICHITA**  
**City Council Meeting**  
November 18, 2008

**TO:** Mayor and City Council Members

**SUBJECT:** Partial Acquisition of Vacant Land in the 4000 Block of South Meridian; 47<sup>th</sup> Street – 31<sup>st</sup> Street Road Improvement Project (District IV)

**INITIATED BY:** Office of Property Management

**AGENDA:** Consent

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**Recommendation:** Approve the acquisition.

**Background:** On July 1, 2008, the City Council approved the Meridian Street between 47<sup>th</sup> St. South and 31<sup>st</sup> St. South project. Meridian will be widened between 33<sup>rd</sup> St. South to 47<sup>th</sup> St. from two-lanes to five-lanes. The center lane will be a two-way turn lane, drainage ditches will be eliminated and traffic signals will be upgraded where they currently exist and new traffic signals will be installed at the I-235 access ramps. Partial acquisitions for 18 parcels along the Meridian corridor are necessary. These parcels consist of vacant land, single-family residences and commercial improvements.

**Analysis:** This particular acquisition is a 20-foot wide strip of land along the east side of Meridian. The property is vacant and currently in agricultural production. The owner has agreed to convey the necessary land for the appraised value of \$4,148, or \$0.50 per square foot.

**Financial Considerations:** The funding source for the project is General Obligation Bonds. A budget of \$4,600 is requested. This includes \$4,148 for acquisition and \$452 for closing costs and title insurance.

**Goal Impact:** This project addresses the Efficient Infrastructure goal by improving traffic flow through a major transportation corridor.

**Legal Considerations:** The Law Department has approved the contract as to form.

**Recommendation/Action:** It is recommended that the City Council; 1) Approve the Budget; 2) Approve the Real Estate Purchase Contract and 3) Authorize the necessary signatures.

**Attachments:** Tract map, aerial and real estate purchase agreement.



# EXHIBIT

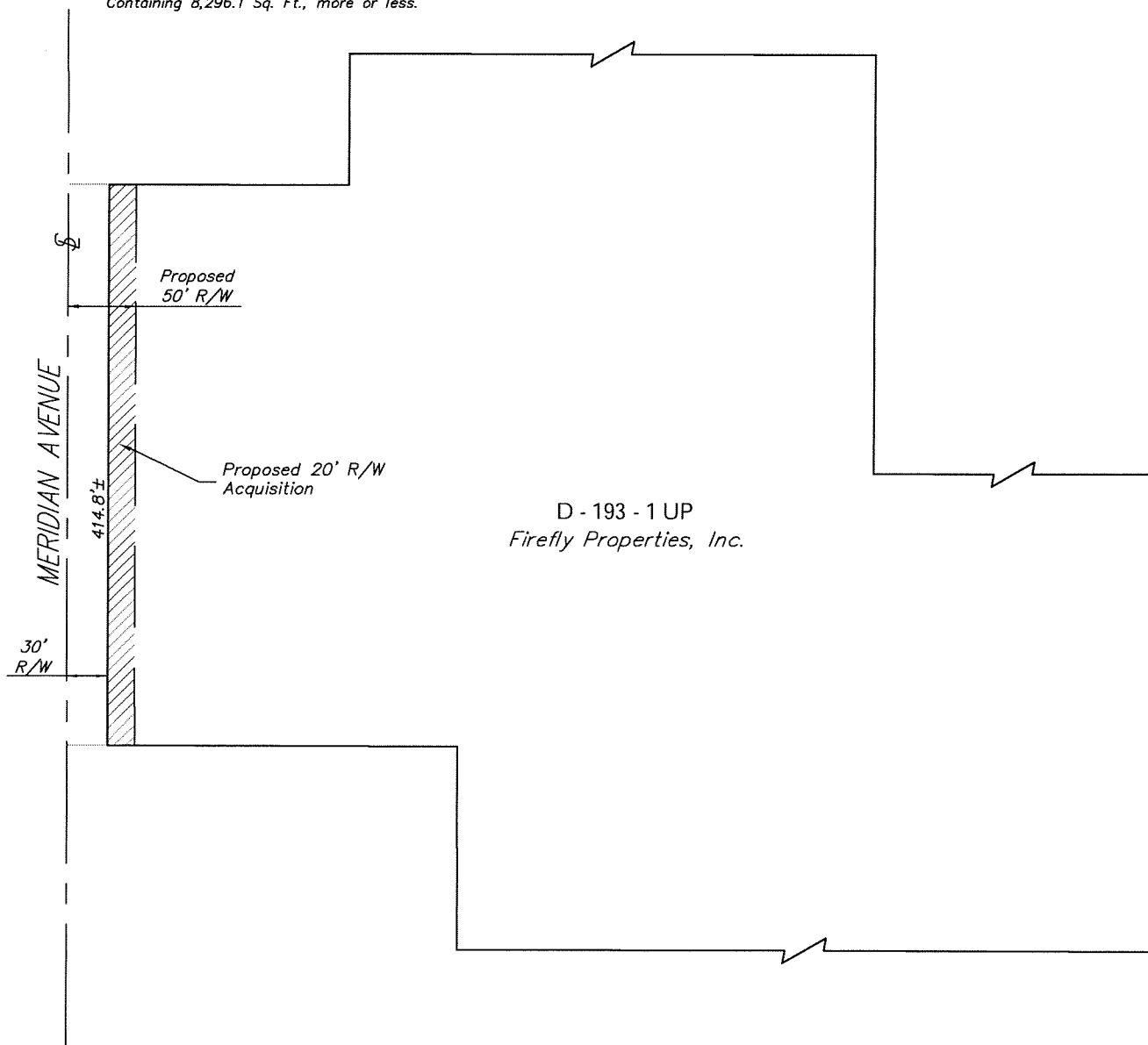
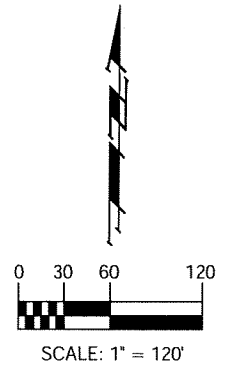
## LEGAL DESCRIPTION:

*A Proposed 20.00 feet Right-of-Way Acquisition in Wichita, Sedgwick County, Kansas, Described as Follows:*

*The East 20.00 feet of the West 50.00 feet of the following described tract of land:*

*The Southwest Quarter of the Northwest Quarter of Section 18, Township 28 South, Range 1 East of the Sixth Principal Meridian, Sedgwick County, Kansas, EXCEPT the South 20 acres thereof, and EXCEPT beginning at a point on the West line of the Southwest Quarter of the Northwest Quarter of Section 18 and 658.24 feet North of the Southwest corner of the Southwest Quarter of the Northwest Quarter, thence East parallel with the South line of the Southwest Quarter of the Northwest Quarter 290.4 feet, thence North 150 feet, thence West 290.4 feet, thence South 150 feet to a point of beginning, and EXCEPT Mobile Manor South Addition, Sedgwick County, Kansas, and EXCEPT the North 97 feet of the West 209 feet of the Southwest Quarter of the Northwest Quarter, Section 18, Township 28 South, Range 1 East of the 6th P.M., Sedgwick County, Kansas.*

*Containing 8,296.1 Sq. Ft., more or less.*



DATE: 10/22/08

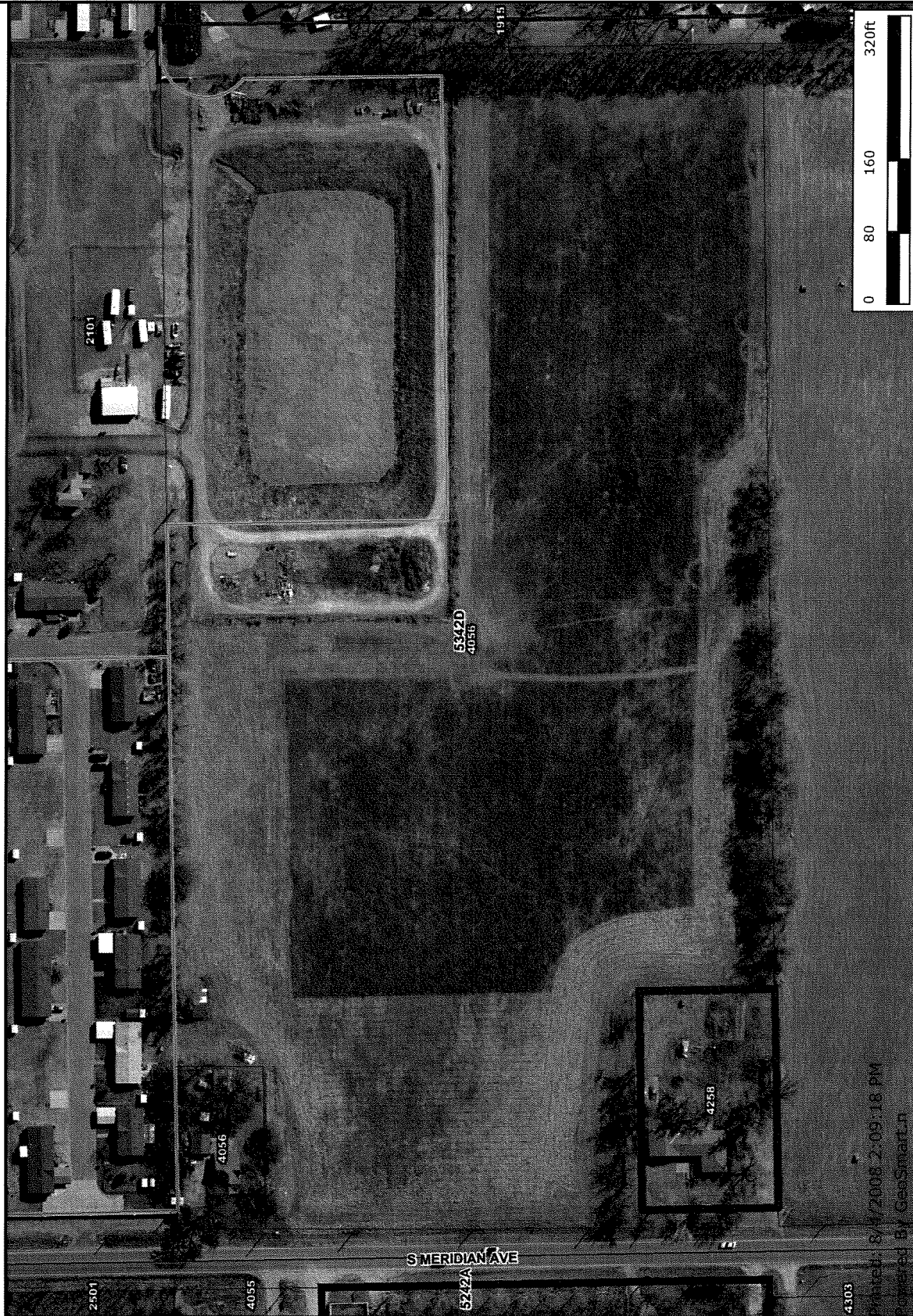
Project Number 05-10-E397

E:eng/Meridian-47th to 31st/Exhibits/Firefly.dwg

	<b>Baughman Company, P.A.</b>		
	315 Ellis St. Wichita, KS 67211 P 316-262-7271 F 316-262-0149		
<b>Baughman</b>	ENGINEERING   SURVEYING   PLANNING   LANDSCAPE ARCHITECTURE		



# Firefly Properties



- Identified Features
- Selected Features
- Historic Districts
- Old Town
- Delano Overlay District
- NO
- YES
- Property Parcels
- Subdivisions
- Roads
- State Highway
- US Federal Highway
- Interstate
- KTA
- Arterial
- Collector
- Minor
- Ramp
- Railroads
- Quarter Section
- Waterways
- Streams
- Historic Sites
- REGIONAL
- STATE/NATIONAL
- STATE
- Historic Environs
- Zoning Cases
- Parks
- Airports
- SDE RASTER S-DEDATA.ORTH-0

City Limits



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## REAL ESTATE PURCHASE AGREEMENT

THIS AGREEMENT, Made and entered into this 22<sup>nd</sup> day of OCTOBER, 2008 by and between Firefly Properties Inc, hereinafter referred to as "Seller," whether one or more, and City of Wichita, Kansas, a Municipal Corporation, hereinafter referred to as "Buyer," whether one or more.

**WITNESSETH:** That for and in consideration of the mutual promises, covenants and payments hereinafter set out, the parties hereto do hereby contract to and with each other, as follows:

1. The Seller does hereby agree to sell and convey to the Buyer by a warranty deed for the construction and maintenance of road right-of-way and other infrastructure improvements within, upon and under the following described tract, to wit:

A proposed 20.00 feet Right-of-Way Acquisition in Wichita, Sedgwick County, Kansas, described as follows:

The West 20.00 feet of the following described tract of land:

The Southwest Quarter of the Northwest Quarter of Section 18, Township 28, Range 1 East, Sedgwick County, Kansas, except the South 20 Acres; and except beginning 658.24 feet North of the Southwest corner; thence East 290.4 feet; North 150 feet; thence West 290.4 feet; thence South to beginning and except Mobilemanor South Addition and except the North 97 feet of the West 209 feet thereof.

2. The Buyer hereby agrees to purchase and pay to the Seller as consideration for the conveyance to Buyer, the above described tract and damages including but not limited to fencing and landscaping, the sum of Four Thousand One Hundred Forty-Eight Dollars and no/100 (\$4,148.00) in the manner following, to-wit: cash at closing.

3. A complete abstract of title certified to date, or a title insurance company's commitment to insure, to the above described real property, showing a merchantable title vested in the seller, subject to easements and restrictions of record is required. The Title Evidence shall be sent to Property Management Division- for examination by the Buyer as promptly and expeditiously as possible, and it is understood and agreed that the Seller shall have a reasonable time after said Title Evidence has been examined in which to correct any defects in title.

4. A duly executed copy of this Purchase Agreement shall be delivered to the parties hereto.

5. It is understood and agreed between the parties hereto that time is of the essence of this contract, and that this transaction shall be consummated on or before November 26, 2008.

6. The Seller further agrees to convey the above described easement with all the improvements located thereon and deliver possession of the same in the same condition as they now are, reasonable wear and tear excepted.

7. Possession to be given to Buyer on or before closing date.

8. In the event an Owners title insurance policy is furnished, the total cost of the commitment to insure and the title insurance policy will be paid 0% by seller and 100% by buyer. Buyer will pay 100% closing costs.

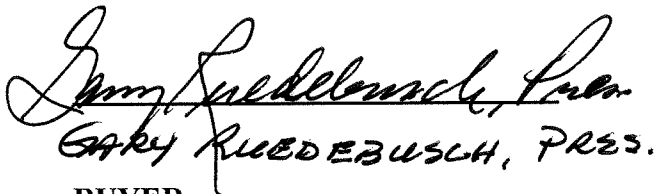
9. Site Assessment

A. At any time prior to the closing of this agreement, the buyer shall have the right to conduct or cause to be conducted an environmental site assessment and/or testing on the Property. If an environmental audit or test reveals the presence of a hazardous substance or waste, as defined by federal or state law, or that there has been a spill or discharge of a hazardous substance or waste on the Property, the buyer shall have the right to void this agreement upon notice to the seller, in which event neither party shall be under any further obligation to the other, with the exception that seller shall return to buyer any deposit made hereunder. The buyer or its agents shall have the right, without the obligation, to enter upon the Property prior to closing to undertake an environmental site assessment or testing of the Property, at the buyer's sole expense.

B. Provided, however, buyer shall in no event be obligated to close before the completion of a site assessment made pursuant to Paragraph A above. The buyer shall, if buyer determines a site assessment is necessary, exercise good faith in commencing and diligently completing such site assessment after this agreement is executed by all parties.

**WITNESS OUR HANDS AND SEALS** the day and year first above written.

**SELLER:**  
**FIREFLY PROPERTIES, INC:**

  
GARY RUEDEBUSCH, PRES.

**BUYER:**  
By Direction of the City Council

**ATTEST:**

\_\_\_\_\_  
Carl Brewer, Mayor

\_\_\_\_\_  
Karen Sublett, City Clerk

**Approved as to Form:**

\_\_\_\_\_  
Gary E. Rebenstorf, Director of Law

**CITY OF WICHITA**  
**City Council Meeting**  
November 18, 2008

**TO:** Mayor and City Council Members

**SUBJECT:** Partial Acquisition of 4339 South Meridian; 47<sup>th</sup> Street – 31<sup>st</sup> Street Road Improvement Project (District IV)

**INITIATED BY:** Office of Property Management

**AGENDA:** Consent

-----  
**Recommendation:** Approve the acquisition.

**Background:** On July 1, 2008, the City Council approved the Meridian Street between 47<sup>th</sup> St. South and 31<sup>st</sup> St. South project. Meridian will be widened between 33<sup>rd</sup> St. South to 47<sup>th</sup> St. from two-lanes to five-lanes. The center lane will be a two-way turn lane, drainage ditches will be eliminated and traffic signals will be upgraded where they currently exist and new traffic signals will be installed at the I-235 access ramps. Partial acquisitions for 18 parcels along the Meridian corridor are necessary. These parcels consist of vacant land, single-family residences and commercial improvements.

**Analysis:** This particular acquisition is a 20-foot wide strip of land along the west side of Meridian. The property consists of residential improvements, with only the landscaping being impacted. The owner has agreed to convey the necessary land for the appraised value of \$4,763.00, or \$1.48 per square foot.

**Financial Considerations:** The funding source for the project is General Obligation Bonds. A budget of \$5,200 is requested. This includes \$4,763 for acquisition and \$437 for closing costs and title insurance.

**Goal Impact:** This project addresses the Efficient Infrastructure goal by improving traffic flow through a major transportation corridor.

**Legal Considerations:** The Law Department has approved the contract as to form.

**Recommendation/Action:** It is recommended that the City Council; 1) Approve the Budget; 2) Approve the Real Estate Purchase Contract and 3) Authorize the necessary signatures.

**Attachments:** Tract map, aerial and real estate purchase agreement.

# EXHIBIT

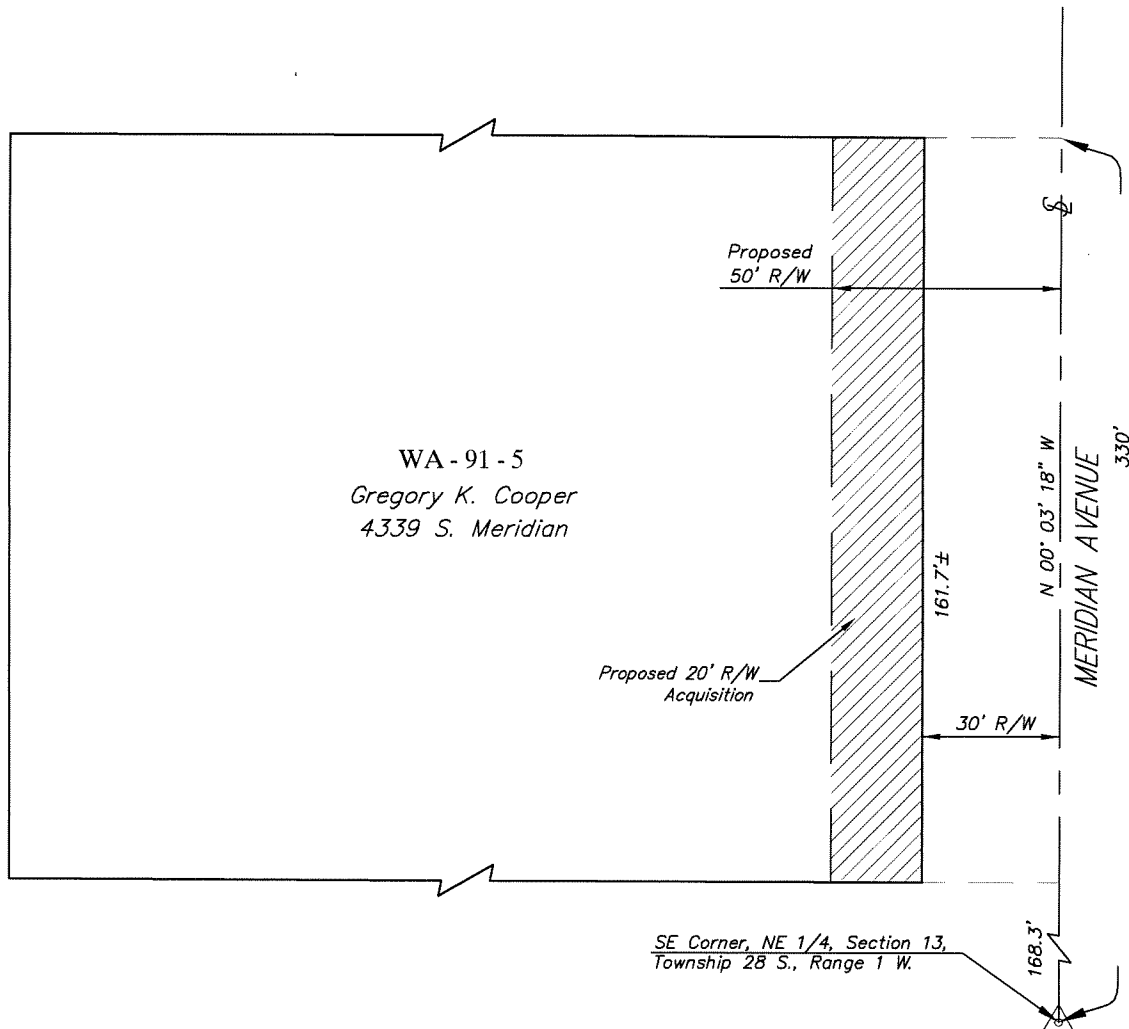
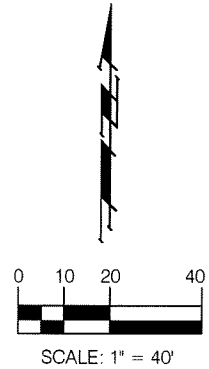
## LEGAL DESCRIPTION:

*A Proposed 20.00 feet Right-of-Way Acquisition in Wichita, Sedgwick County, Kansas, Described as Follows:*

*The West 20.00 feet of the East 50.00 feet of the following described tract of land:*

*The South 330 feet of the SE quarter of the NE quarter of Section 13, Township 28 S, Range 1 West of the 6th P.M., Sedgwick County, Kansas except for the South 168.3 feet thereof.*

*Containing 3,234.0 Sq. Ft., more or less.*



DATE: 5/20/08



Project Number 05-10-E396

F:eng/47th South/Exhibits/Charter.dwg





# 4339 South Meridian



<input type="checkbox"/> Identified Features	<input type="checkbox"/> NO	<input type="checkbox"/> Subdivisions	State Highway	Railroads	REGIONAL
<input type="checkbox"/> Selected Features	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> Roads	US Federal Highway	Quarter Section	STATE/NATIONAL
<input type="checkbox"/> Historic Districts	<input type="checkbox"/> Property Parcels	Interstate	KTA	Waterways	STATE
<input type="checkbox"/> Old Town Delano Overlay District	<input type="checkbox"/> Historic Environments	Arterial	Collector	Streams	Parks
	<input type="checkbox"/> Airports	Minor	Ramp	Historic Sites	SIDERASTER-S-DEDATA.ORTH-O
		Railroad	Quarter Section	City Limits	



Every reasonable effort has been made to assure the accuracy of the maps and associated data provided herein. This information is provided with the understanding that the data are susceptible to a degree of error, and conclusions drawn from such information are the responsibility of the reader. The City of Wichita makes no warranty, representation or guaranty as to the content, accuracy, timeliness or completeness of any of the data provided herein. Some data provided here and used for the preparation of these maps has been obtained from public records not created or maintained by the City of Wichita. The City of Wichita shall assume no liability for any decisions made or actions taken or not taken by the reader in reliance upon any information or data furnished hereunder. The user should consult with the appropriate departmental staff member, e.g. Planning, Parks & Recreation, etc. to confirm the accuracy of information appearing in the visual presentations accessible through these web pages.



## REAL ESTATE PURCHASE AGREEMENT

THIS AGREEMENT, Made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2008 by and between Gregory K. Cooper, hereinafter referred to as "Seller," whether one or more, and City of Wichita, Kansas, a Municipal Corporation, hereinafter referred to as "Buyer," whether one or more.

**WITNESSETH:** That for and in consideration of the mutual promises, covenants and payments hereinafter set out, the parties hereto do hereby contract to and with each other, as follows:

1. The Seller does hereby agree to sell and convey to the Buyer by a warranty deed for the construction and maintenance of road right-of-way and other infrastructure improvements within, upon and under the following described tract, to wit:

A proposed 20 feet Right-of-Way Acquisition in Wichita, Sedgwick County, Kansas, described as follows:

The West 20 feet of the East 50 feet of the following described tract of land:

The South 330 feet of the SE Quarter of the NE Quarter of Section 13, Township 28 S, Range 1 West of the 6<sup>th</sup> P.M., Sedgwick County, Kansas except for the South 168.3 feet thereof.

2. The Buyer hereby agrees to purchase and pay to the Seller as consideration for the conveyance to the Buyer the above described tract and any damages including but not limited to fencing and landscaping, the sum of Four Thousand Seven Hundred Sixty-Three Dollars and No/100 (\$4,763.00) in the manner following, to-wit: cash at closing.

3. A complete abstract of title certified to date, or a title insurance company's commitment to insure the above described real property, showing a merchantable title vested in the seller, subject to easements and restrictions of record is required. The Title Evidence shall be sent to Property Management Division for examination by the Buyer as promptly and expeditiously as possible, and it is understood and agreed that the Seller shall have a reasonable time after said Title Evidence has been examined in which to correct any defects in title. Buyer hereby agrees to obtain said title information at its expense.

4. A duly executed copy of this Purchase Agreement shall be delivered to the parties hereto.

5. It is understood and agreed between the parties hereto that time is of the essence of this contract and that this transaction shall be consummated on or before October 31, 2008.

6. The Seller further agrees to convey the above described easement with all the improvements located thereon except for personal property and deliver possession of the same in the same condition as they now are, reasonable wear and tear excepted. Personal property shall be removed within thirty (30) days after closing.

7. Possession to be given to Buyer on or before closing date.



8. In the event an Owners title insurance policy is furnished, the total cost of the commitment to insure and the title insurance policy will be paid 0% by Seller and 100% by Buyer. Buyer will pay 100% closing costs.

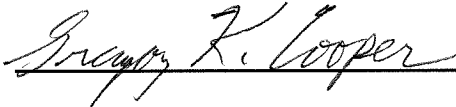
9. Site Assessment

A. At any time prior to the closing of this agreement, the buyer shall have the right to conduct or cause to be conducted an environmental site assessment and/or testing on the Property. If an environmental audit or test reveals the presence of a hazardous substance or waste, as defined by federal or state law, or that there has been a spill or discharge of a hazardous substance or waste on the Property, the buyer shall have the right to void this agreement upon notice to the seller, in which event neither party shall be under any further obligation to the other, with the exception that seller shall return to buyer any deposit made hereunder. The buyer or its agents shall have the right, without the obligation, to enter upon the Property prior to closing to undertake an environmental site assessment or testing of the Property, at the buyer's sole expense.

B. Provided, however, buyer shall in no event be obligated to close before the completion of a site assessment made pursuant to Paragraph A above. The buyer shall, if buyer determines a site assessment is necessary, exercise good faith in commencing and diligently completing such site assessment after this agreement is executed by all parties.

**WITNESS OUR HANDS AND SEALS** the day and year first above written.

**SELLER:**

  
\_\_\_\_\_

\_\_\_\_\_

**BUYER:**

By Direction of the City Council

**ATTEST:**

\_\_\_\_\_  
Carl Brewer, Mayor

\_\_\_\_\_  
Karen Sublett, City Clerk

**Approved as to Form:**

\_\_\_\_\_  
Gary E. Rebenstorf, Director of Law

**CITY OF WICHITA**  
**City Council Meeting**  
November 18, 2008

**TO:** Mayor and City Council Members

**SUBJECT:** Partial Acquisition of Land at 4355 South Meridian; 47<sup>th</sup> Street – 31<sup>st</sup> Street Road Improvement Project (District IV)

**INITIATED BY:** Office of Property Management

**AGENDA:** Consent

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**Recommendation:** Approve the acquisition.

**Background:** On July 1, 2008, the City Council approved the Meridian Street between 47<sup>th</sup> St. South and 31<sup>st</sup> St. South project. Meridian will be widened between 33<sup>rd</sup> St. South to 47<sup>th</sup> St. from two-lanes to five-lanes. The center lane will be a two-way turn lane, drainage ditches will be eliminated and traffic signals will be upgraded where they currently exist and new traffic signals will be installed at the I-235 access ramps. Partial acquisitions for 18 parcels along the Meridian corridor are necessary. These parcels consist of vacant land, single-family residences and commercial improvements.

**Analysis:** This particular acquisition is a 20-foot wide strip of land along the west side of Meridian. The property is improved with a single-family residence however; the improvements are not impacted by the project. The owner has agreed to convey the necessary land for the appraised value of \$1,683, or \$0.50 per square foot.

**Financial Considerations:** The funding source for the project is General Obligation Bonds. A budget of \$2,000 is requested. This includes \$1,683 for acquisition and \$317 for closing costs and title insurance.

**Goal Impact:** This project addresses the Efficient Infrastructure goal by improving traffic flow through a major transportation corridor.

**Legal Considerations:** The Law Department has approved the contract as to form.

**Recommendation/Action:** It is recommended that the City Council; 1) Approve the Budget; 2) Approve the Real Estate Purchase Contract and 3) Authorize the necessary signatures.

**Attachments:** Tract map, aerial and real estate purchase agreement.



# 4355 S Meridian



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## REAL ESTATE PURCHASE AGREEMENT

THIS AGREEMENT, Made and entered into this 30 day of October, 2008 by and between Sally J. Charter, hereinafter referred to as "Seller," whether one or more, and City of Wichita, Kansas, a Municipal Corporation, hereinafter referred to as "Buyer," whether one or more.

**WITNESSETH:** That for and in consideration of the mutual promises, covenants and payments hereinafter set out, the parties hereto do hereby contract to and with each other, as follows:

1. The Seller does hereby agree to sell and convey to the Buyer by a warranty deed for the construction and maintenance of road right-of-way and other infrastructure improvements within, upon and under the following described tract, to wit:

A proposed 20.00 feet Right-of-Way Acquisition in Wichita, Sedgwick County, Kansas, described as follows:

The West 20.00 feet of the East 50.00 feet of the following described tract of land:

The East 233.8 feet of the South 168.3 feet of the NE Quarter of Section 13, Township 28 South, Range 1 East of the 6<sup>th</sup> P.M., Sedgwick County, Kansas

2. The Buyer hereby agrees to purchase and pay to the Seller as consideration for the conveyance to Buyer, the above described tract and damages including but not limited to fencing and landscaping, the sum of One Thousand Six Hundred Eighty-Three Dollars and no/100 (\$1,683.00) in the manner following, to-wit: cash at closing.

3. A complete abstract of title certified to date, or a title insurance company's commitment to insure, to the above described real property, showing a merchantable title vested in the seller, subject to easements and restrictions of record is required. The Title Evidence shall be sent to Property Management Division- for examination by the Buyer as promptly and expeditiously as possible, and it is understood and agreed that the Seller shall have a reasonable time after said Title Evidence has been examined in which to correct any defects in title.

4. A duly executed copy of this Purchase Agreement shall be delivered to the parties hereto.

5. It is understood and agreed between the parties hereto that time is of the essence of this contract, and that this transaction shall be consummated on or before November 26, 2008.

6. The Seller further agrees to convey the above described easement with all the improvements located thereon and deliver possession of the same in the same condition as they now are, reasonable wear and tear excepted.

7. Possession to be given to Buyer on or before closing date.

8. In the event an Owners title insurance policy is furnished, the total cost of the commitment to insure and the title insurance policy will be paid 0% by seller and 100% by

buyer. Buyer will pay 100% closing costs.


9. Site Assessment

A. At any time prior to the closing of this agreement, the buyer shall have the right to conduct or cause to be conducted an environmental site assessment and/or testing on the Property. If an environmental audit or test reveals the presence of a hazardous substance or waste, as defined by federal or state law, or that there has been a spill or discharge of a hazardous substance or waste on the Property, the buyer shall have the right to void this agreement upon notice to the seller, in which event neither party shall be under any further obligation to the other, with the exception that seller shall return to buyer any deposit made hereunder. The buyer or its agents shall have the right, without the obligation, to enter upon the Property prior to closing to undertake an environmental site assessment or testing of the Property, at the buyer's sole expense.

B. Provided, however, buyer shall in no event be obligated to close before the completion of a site assessment made pursuant to Paragraph A above. The buyer shall, if buyer determines a site assessment is necessary, exercise good faith in commencing and diligently completing such site assessment after this agreement is executed by all parties.

**WITNESS OUR HANDS AND SEALS** the day and year first above written.

**SELLER:**

  
Sally J. Charter

\_\_\_\_\_

**BUYER:**

By Direction of the City Council

**ATTEST:**

\_\_\_\_\_  
Carl Brewer, Mayor

\_\_\_\_\_  
Karen Sublett, City Clerk

**Approved as to Form:**

\_\_\_\_\_  
Gary E. Rebenstorf, Director of Law

# EXHIBIT

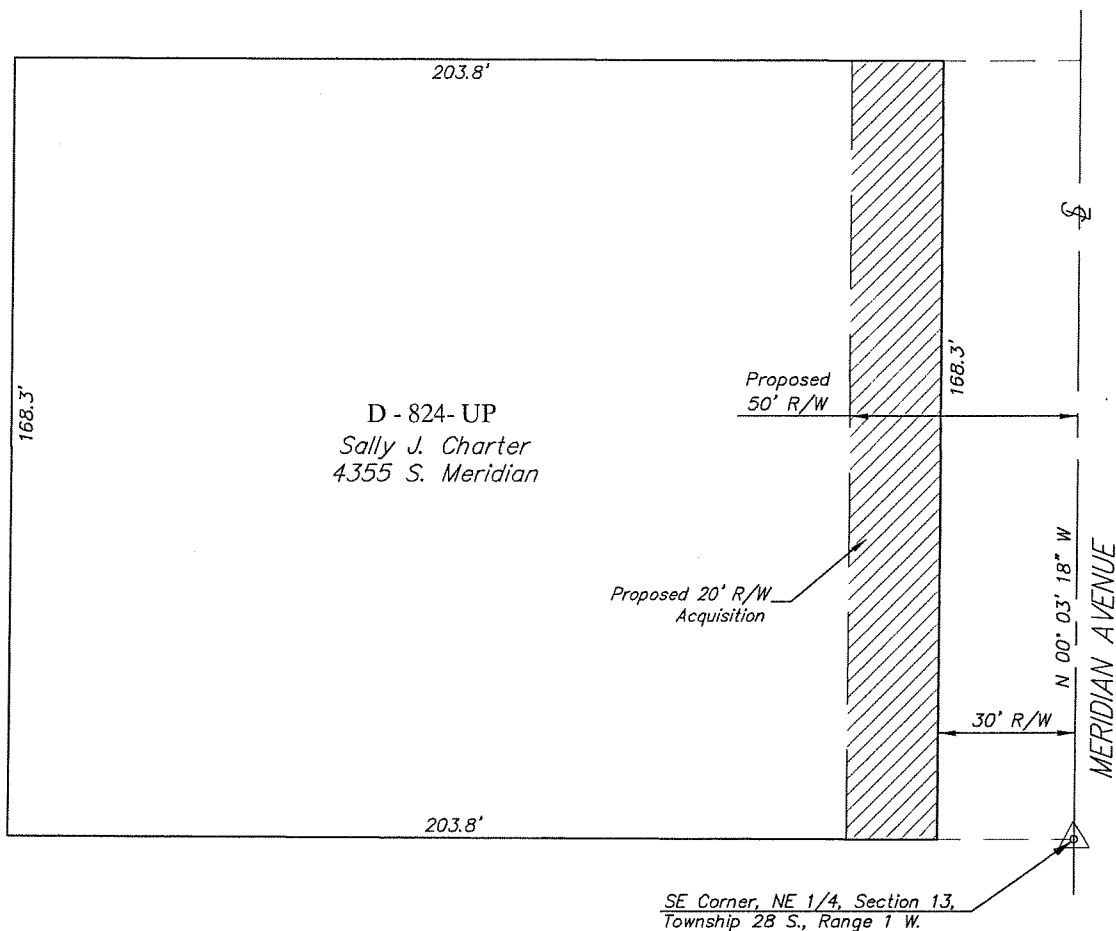
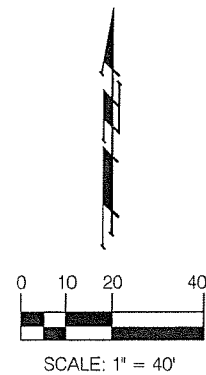
## LEGAL DESCRIPTION:

*A Proposed 20.00 feet Right-of-Way Acquisition in Wichita, Sedgwick County, Kansas, Described as Follows:*

*The West 20.00 feet of the East 50.00 feet of the following described tract of land:*

*The East 233.8 feet of the South 168.3 feet of the NE quarter of Section 13, Township 28 S, Range 1 West of the 6th P.M., Sedgwick County, Kansas.*

*Containing 3,366.0 Sq. Ft., more or less.*



DATE: 5/22/08



**Baughman**

**Baughman Company, P.A.**  
 315 Ellis St. Wichita, KS 67211 P 316-262-7271 F 316-262-0149  
 ENGINEERING | SURVEYING | PLANNING | LANDSCAPE ARCHITECTURE

Project Number 05-10-E396

F:eng/47th South/Exhibits/Charter.dwg

**CITY OF WICHITA**  
**City Council Meeting**  
November 18, 2008

**TO:** Mayor and City Council Members

**SUBJECT:** Partial Acquisition of 4055 South Meridian; 47<sup>th</sup> Street – 31<sup>st</sup> Street Road Improvement Project (District IV)

**INITIATED BY:** Office of Property Management

**AGENDA:** Consent

-----  
**Recommendation:** Approve the acquisition.

**Background:** On July 1, 2008, the City Council approved the improvement of Meridian Street between 47<sup>th</sup> St. South and 31<sup>st</sup> St. South. Meridian will be widened from two-lanes to five-lanes with a center two-way turn lane. Curb to gutter will be constructed. Traffic signals will be upgraded where they currently exist with new traffic signals will be installed at the I-235 access ramps. Partial acquisitions from 18 parcels along the corridor are necessary. These parcels consist of vacant land, single-family residences and commercial buildings.

**Analysis:** This particular acquisition is a 20-foot wide strip of land along the west side of Meridian. The property is zoned residential and the improvements are not impacted by the project. The owner has agreed to convey the necessary land for the appraised value of \$1,650, or \$0.50 per square foot.

**Financial Considerations:** The funding source for the project is General Obligation Bonds. A budget of \$2,000 is requested. This includes \$1,650 for the acquisition and \$350 for closing costs and title insurance.

**Goal Impact:** This project addresses the Efficient Infrastructure goal by improving traffic flow through a major transportation corridor.

**Legal Considerations:** The Law Department has approved the contract as to form.

**Recommendation/Action:** It is recommended that the City Council; 1) Approve the Budget; 2) Approve the Real Estate Purchase Contract and 3) Authorize the necessary signatures.

**Attachments:** Tract map, aerial and real estate purchase agreement.

# EXHIBIT

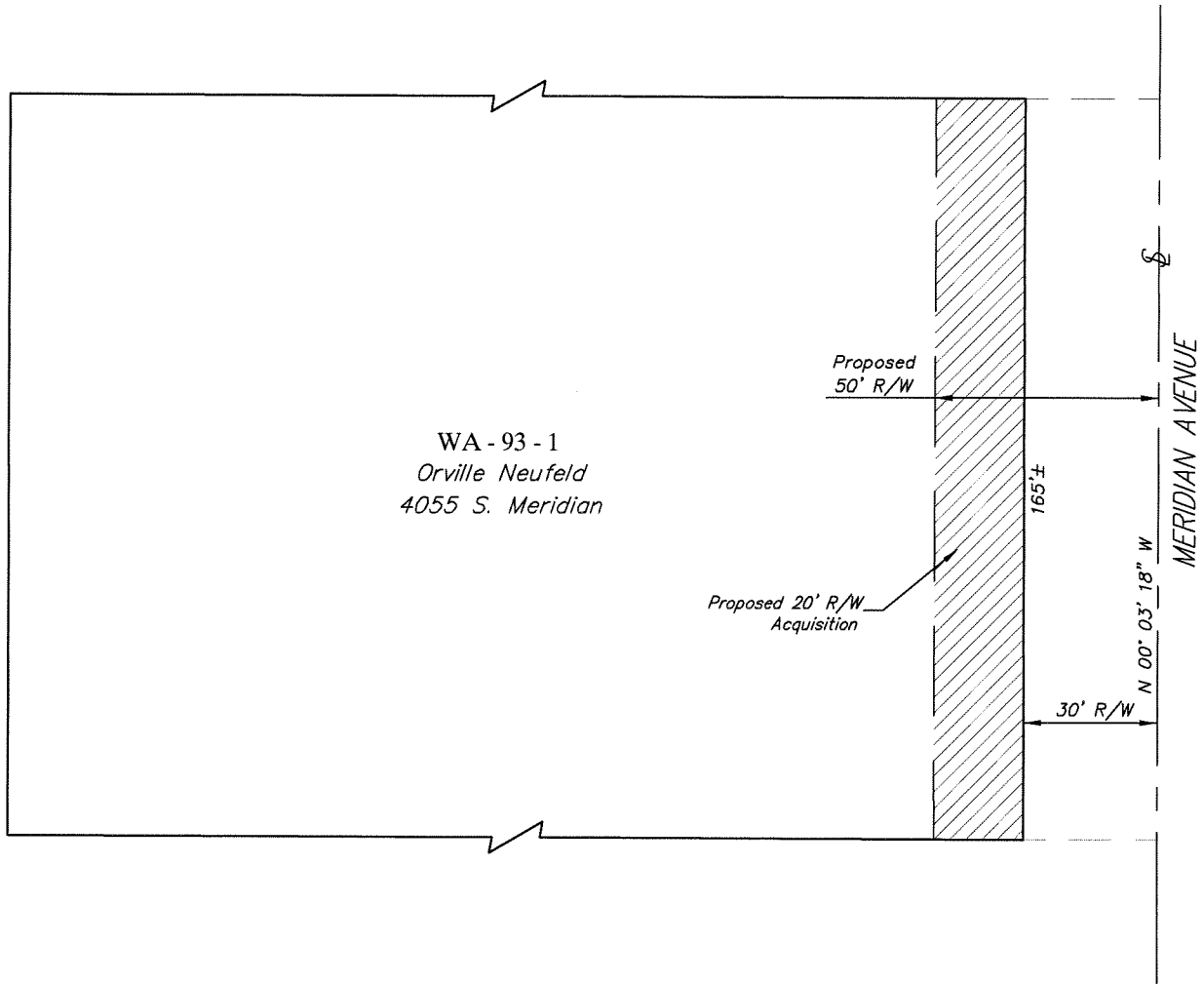
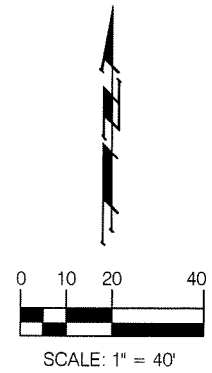
## LEGAL DESCRIPTION:

*A Proposed 20.00 feet Right-of-Way Acquisition in Wichita, Sedgwick County, Kansas, Described as Follows:*

*The West 20.00 feet of the East 50.00 feet of the following described tract of land:*

*The North 5 Acres of the North half of the SE quarter of the NE quarter of Section 13, Township 28 South, Range 1 West of the 6th P.M., Sedgwick County, Kansas.*

*Containing 3,300.0 Sq. Ft., more or less.*



DATE: 5/22/08



Project Number 05-10-E396

F:eng/47th South/Exhibits/Neufeld.dwg





# 4055 South Meridian



☐ Identified Features

☐ Selected Features

☐ Historic Districts

☐ Old Town

☐ Delano Overlay District

NO

YES

Property Parcels

Subdivisions

Roads

State Highway

US Federal Highway

Interstate

KTA

Arterial

Collector

Minor

Ramp

Railroads

Quarter Section

Waterways

Streams

Historic Sites

REGIONAL

STATE/NATIONAL

STATE

Historic Environs

Parks

Airports

SDERASTER.S-

DEDATA.ORTH-

City Limits

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WICHITA

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## REAL ESTATE PURCHASE AGREEMENT

THIS AGREEMENT, Made and entered into this 31 day of October, 2008 by and between Orville Neufeld, hereinafter referred to as "Seller," whether one or more, and City of Wichita, Kansas, a Municipal Corporation, hereinafter referred to as "Buyer," whether one or more.

**WITNESSETH:** That for and in consideration of the mutual promises, covenants and payments hereinafter set out, the parties hereto do hereby contract to and with each other, as follows:

1. The Seller does hereby agree to sell and convey to the Buyer by a warranty deed for the construction and maintenance of road right-of-way and other infrastructure improvements within, upon and under the following described tract, to wit:

A proposed 20.00 feet Right-of-Way Acquisition in Wichita, Sedgwick County, Kansas, described as follows:

The West 20.00 feet of the East 50.00 feet of the following described tract of land:

The North 5 Acres of the North half of the SE Quarter of the NE quarter of Section 13, Township 28 South, Range 1 West of the 6<sup>th</sup> P.M., Sedgwick County, Kansas

2. The Buyer hereby agrees to purchase and pay to the Seller as consideration for the conveyance to Buyer, the above described tract and damages including but not limited to fencing and landscaping, the sum of One Thousand Six Hundred Fifty Dollars and no/100 (\$1,650.00) in the manner following, to-wit: cash at closing.

3. A complete abstract of title certified to date, or a title insurance company's commitment to insure, to the above described real property, showing a merchantable title vested in the seller, subject to easements and restrictions of record is required. The Title Evidence shall be sent to Property Management Division- for examination by the Buyer as promptly and expeditiously as possible, and it is understood and agreed that the Seller shall have a reasonable time after said Title Evidence has been examined in which to correct any defects in title.

4. A duly executed copy of this Purchase Agreement shall be delivered to the parties hereto.

5. It is understood and agreed between the parties hereto that time is of the essence of this contract, and that this transaction shall be consummated on or before November 26, 2008.

6. The Seller further agrees to convey the above described easement with all the improvements located thereon and deliver possession of the same in the same condition as they now are, reasonable wear and tear excepted.

7. Possession to be given to Buyer on or before closing date.

8. In the event an Owners title insurance policy is furnished, the total cost of the commitment to insure and the title insurance policy will be paid 0% by seller and 100% by

buyer. Buyer will pay 100% closing costs.

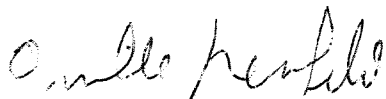
9. Site Assessment

A. At any time prior to the closing of this agreement, the buyer shall have the right to conduct or cause to be conducted an environmental site assessment and/or testing on the Property. If an environmental audit or test reveals the presence of a hazardous substance or waste, as defined by federal or state law, or that there has been a spill or discharge of a hazardous substance or waste on the Property, the buyer shall have the right to void this agreement upon notice to the seller, in which event neither party shall be under any further obligation to the other, with the exception that seller shall return to buyer any deposit made hereunder. The buyer or its agents shall have the right, without the obligation, to enter upon the Property prior to closing to undertake an environmental site assessment or testing of the Property, at the buyer's sole expense.

B. Provided, however, buyer shall in no event be obligated to close before the completion of a site assessment made pursuant to Paragraph A above. The buyer shall, if buyer determines a site assessment is necessary, exercise good faith in commencing and diligently completing such site assessment after this agreement is executed by all parties.

**WITNESS OUR HANDS AND SEALS** the day and year first above written.

**SELLER:**



\_\_\_\_\_  
Orville Neufeld

**BUYER:**

By Direction of the City Council

**ATTEST:**

\_\_\_\_\_  
Carl Brewer, Mayor

\_\_\_\_\_  
Karen Sublett, City Clerk

**Approved as to Form:**

\_\_\_\_\_  
Gary E. Rebenstorf, Director of Law

**CONTRACTS & AGREEMENTS  
BLANKET PURCHASE ORDERS RENEWAL OPTIONS  
OCTOBER 2008**

COMMODITY TITLE	EXPIRATION	VENDOR NAME	DEPARTMENT	ORIGINAL	RENEWAL OPTIONS
	DATE			CONTRACT DATES	REMAINING
Garments, Employee Embroidered	10/31/2009	Industrial Uniform Company, Inc.	Various	11/1/2004 - 10/31/2005	Annual basis
Grave Site Excavation - Highland & Jamesburg	10/31/2009	SI Funeral Services (formerly Wichita Wilburt Vault)	Parks & Recreation	11/1/2003 - 10/31/2004	Annual basis
Liquid Deicer for Runways	10/31/2009	Cryotech Deicing Technology	Airport	11/1/2007 - 10/31/2008	1 - 1 year option
Meters, Water with Itron ERTS, 2", 3", 4" and 6"	10/31/2008	HD Supply Waterworks	Water Utilities	11/6/2007 - 10/31/2008	2 - 1 year options
Polymer for Use in Wastewater Solids Dewatering Facility - Polydyne LW852	10/31/2009	Polydyne, Inc.	Water Utilities	11/1/2007 - 10/31/2008	1 - 1 year option
Pre-Employment Psychological Testing and Assessment Services	10/14/2009	River Park Psychology Consultants LLC	Police	10/15/2006 - 10/14/2007	1 - 1 year option
SCRAM Installation and Monitoring	10/31/2009	Premier Monitoring Solutions	Municipal Court	11/01/2007 - 10/31/2008	1 - 1 year option
Sweeping Parking Lots & Garages	10/31/2009	Sparkle Cleaning	Public Works	11/10/2005 - 10/30/2006	Annual basis

**PROFESSIONAL CONTRACTS UNDER \$25,000  
PURCHASE ORDERS FOR OCTOBER 2008**

VENDOR NAME	DOCUMENT NO	DOCUMENT TITLE	AMOUNT		
Professional Engineering	PO801169	Engineering Consulting	22,300.00		
Ruggles & Bohm PA	PO801192	Engineering Consulting	9,500.00		
KE Miller Engineering PA	PO801208	Engineering Consulting	3,000.00		

**ANNUAL MAINTENANCE CONTRACTS OVER \$25,000  
DIRECT PURCHASE ORDERS FOR OCTOBER 2008**

VENDOR NAME	DOCUMENT NO	DOCUMENT TITLE	AMOUNT		
Accero Inc.	DP802037	Computers, Data Processing Equipment and Access	\$129,464.00		



**Senior Management Expenses  
For the Month of September 2008**

<b>Employee by Department</b>	<b>Purpose</b>	<b>Amount</b>
<b>01-City Manager Staff</b>		
Scott Moore, Interim City Manager	Annual ICMA Conference, Richmond, VA	\$ 2,048.81
<b>03-Finance</b>		
Rob Raine, Assistant Finance Director	Kansas Govt Finance Officers Assn Fall Conf, Overland Park, KS	619.58
<b>04-Law</b>		
Gary Rebenstorf, Director of Law	Intl Municipal Lawyers Assn (IMLA), Las Vegas, NV	2,005.73
Joe Allen Lang, First Attorney	24th Annual AAAE Basics of Airport Law Workshop, Chicago, IL	2,213.12
<b>07-Fire</b>		
Ron Blackwell, Chief	Sister Cities Visit to Tlalnepantla, Mexico	1,034.01
<b>08-Police</b>		
Norman Williams, Chief	Kansas Chiefs of Police Fall Conference, Lawrence, KS	431.70
Tom Stolz, Deputy Chief	Press Conference for ICE Natl Gang Unit, Washington, DC	752.00
Tom Stolz, Deputy Chief	Sister Cities Visit to Tlalnepantla, Mexico	1,034.01
<b>15-Planning</b>		
Nancy Harvieux, Transportation Manager	Complete Mgmt Course for Planning Directors, Chicago, IL	1,962.71
<b>17-Park</b>		
Karen Walker, Assistant Director of Parks	Tour Greys Lake & Racoon Lake, Des Moines, IA	168.80
<b>18-Water and Sewer</b>		
Don Kirkland, Assistant Director of Water & Sewer	American Water Works Assn Annual Conference, Kansas City, KS	659.91
Gerald Blain, Design Engineer	American Water Works Assn Annual Conference, Kansas City, KS	720.72
Elizabeth Owens, Superintendent Water Distribution	American Water Works Distribution Systems Conf, Austin, TX	1,588.00
Elizabeth Owens, Superintendent Water Distribution	American Water Works Assn Annual Conference, Kansas City, KS	568.93
Bill Perkins, Superintendent Water Production & Pumping	Annual GBAMS Conference, Atlanta, GA	1,391.64
<b>19-Airport</b>		
Victor White, Director of Airports	25th Annual Central Region Airports Conference, Kansas City, MO	569.18
Brad Christopher, Assistant Director of Airports	25th Annual Central Region Airports Conference, Kansas City, MO	542.09
John Oswald, Engineering & Planning Manager	25th Annual Central Region Airports Conference, Kansas City, MO	529.49

**Senior Management Expenses  
For the Month of September 2008**

<b>Employee by Department</b>	<b>Purpose</b>	<b>Amount</b>
<b>24-Human Resources</b>		
Sarah Gilbert, Director of Human Resources	Labor Relations Academy Certification Program, Des Moines, IA	964.80
<b>Total</b>		<b>\$ 19,805.23</b>

City of Wichita  
City Council Meeting  
November 18, 2008

**TO:** Mayor and City Council

**SUBJECT:** HOME CHDO Operating Support Funding (Districts I, III, IV, V, VI)

**INITIATED BY:** Housing and Community Services Department

**AGENDA:** Consent

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**Recommendation:** Approve the allocations and the funding agreements, and authorize the necessary signatures.

**Background:** On March 18, 2008, the City Council approved final allocations under the 2008-2009 Consolidated Plan, which included \$75,000 of HOME Investment Partnerships Program (HOME) funds for operational support funding for City-designated Community Housing Development Organizations (CHDOs). HOME regulations require a CHDO to be under contract to receive HOME funding for investment in housing to be developed, sponsored, or owned by the organization, as part of a participating jurisdiction's CHDO set-aside funding, in order to receive operational support funding. Operating expenses are defined as reasonable and necessary costs for the operation of the CHDO, and may include salaries, wages, and other employee compensation and benefits. Expenses for education, training, travel, rent, utilities, communications costs, taxes, insurance equipment, materials and supplies are also eligible. A maximum grant amount of \$30,900 is available to any one CHDO, under the City's program.

**Analysis:** Housing and Community Services staff members have evaluated funding applications and make the following recommendations for funding, at this time. Recommendations for the balance of funds available will be made at a later time.

***Mennonite Housing Rehabilitation Services (MHRS), \$30,900,*** in order to provide operational support for the organization's 2008 Local Investment Area (LIA) CHDO Set-Aside Neighborhood Homes projects, Boarded-up House projects, and projects to be developed with Housing Development Loan Program funding. Operational support funding will be utilized to partially fund the salary of MHRS' Project Coordinator, who identifies project sites and potential homebuyers, assists buyers in obtaining permanent financing, and resolves pre-development issues.

During the 2007-2008 program year, MHRS completed construction and sale of seven new homes within the City's LIAs utilizing CHDO set-aside funding, the Boarded-up House Program, and funding provided under the Housing Development Loan Program, and has completed construction and sale of eight homes thus far during the 2008-2009 program year. MHRS is also in the process of developing 13 additional homes utilizing HOME Program development subsidy.

***Power CDC, \$30,900,*** in order to provide operational support for the organization's 2008 Northeast LIA Single-Family Housing projects. Operational funding will be utilized to partially fund the salary and benefits for the Executive Director.

During the 2007-2008 program year, Power CDC completed construction and sale of two homes utilizing CHDO set-aside funding, and funding provided under the Housing Development Loan Program. Power CDC has completed construction and sale of two homes thus far during the 2008-2009 program year, and



is in the process of developing seven additional single-family homes utilizing HOME Program development subsidy.

***Community Housing Services, \$13,200,*** in order to provide operational support for the organization's 2008 LIA CHDO Set-Aside single-family housing development projects that can be undertaken within the City's local investment areas. Operational funding will be utilized to partially fund the salary and benefits of the organization's Construction Coordinator, who is primarily responsible for housing development production, as well as other staff members directly involved in housing development activities.

Community Housing Services did not complete construction and sale of any homes during the 2007-2008 program year. However, CHS has sufficient CHDO set-aside development subsidy funding available to complete construction and sale of two homes during the 2008-2009 program year.

**Financial Considerations:** Funding for these allocations will come from the 2008-2009 HOME Grant, as previously allocated by the City Council. Funding allocations are based on planned housing production and CHDO set-aside allocations for the 2008-2009 program year.

**Goal Impact:** The proposed allocations will assist City CHDOs in contributing to the City Council goals of Economic Vitality and Affordable Living, and Dynamic Core Area and Vibrant Neighborhoods.

**Legal Considerations:** Funding agreements have been approved as to form by the City Law Department.

**Recommendations/Actions:** It is recommended that the City Council approve the recommended allocations and the funding agreements, and authorize the necessary signatures.

**Attachments:** Funding agreements.

GRANT AGREEMENT

Between

**THE CITY OF WICHITA  
HOUSING SERVICES DEPARTMENT**

A

PARTICIPATING JURISDICTION

And

**Community Housing Services, Inc.  
(The Agency)**

A

COMMUNITY HOUSING DEVELOPMENT ORGANIZATION

**Operating Support Funding  
2008-2009**

HOME Investment Partnerships  
Program

Housing and Community Services Department  
City of Wichita  
332 N. Riverview  
Wichita, KS 67203  
Phone (316) 268-4688  
Fax (316) 268-4219

No. \_\_\_\_\_

## **AGREEMENT**

THIS CONTRACT, dated to be effective the 18<sup>th</sup> day of November, 2008, by and between the City of Wichita, Kansas (hereinafter referred to as the City) and Community Housing Services, Inc. (hereinafter referred to as the "Agency").

WITNESSETH THAT:

WHEREAS, the City is entitled to receive a HOME Investment Partnerships Program Grant (hereinafter referred to as HOME), from the U.S. Department of Housing and Urban Development (hereinafter referred to as the "Department").

WHEREAS, the Agency is desirous of participating in activities eligible under HOME, and further agrees that the beneficiaries of its activities under the program and this agreement are, or will be, individuals or families who meet the income eligibility guidelines of Title 24 CFR Part 92.216/217 as applicable; and

WHEREAS, the purpose of the assistance to be provided under this agreement is specifically authorized by Title 24 CFR Section 92.208; and

WHEREAS, the City deems the activities to be provided by the Agency as consistent with, and supportive of the HOME Investment Partnership Program, and the Agency requires the financial assistance of the City to initiate its activities; and

WHEREAS, the cooperation of the City and the Agency is essential for the successful implementation of an Affordable Housing Program;

NOW, THEREFORE, the contracting parties do mutually agree as follows:

SECTION 1. SCOPE OF SERVICES. The Agency must follow the Performance Criteria and Program Description as outlined in Exhibit B. Any programmatic change substantially altering the contract's original intent or financial change in contract amount or line items in the approved budget that is greater than \$10,000 shall require a written contract amendment. The amendment shall be approved by the City Council and shall also be approved and signed by all parties to the original contract.

SECTION 2. TIME OF PERFORMANCE. The services of the Agency are to begin November 18, 2008 and end no later than December 31, 2009 and shall be undertaken to accomplish the purposes of this contract.

### SECTION 3. RECORDS, REPORTS AND INSPECTION.

A. Establishment and Maintenance of Records. The Agency shall establish and maintain records as prescribed by the Department, and/or the City, with respect to all matters covered by this contract. Except as otherwise authorized by the Department and/or the City, the Agency shall (Per 24 CFR 92.508) **retain such records for a period of five years following the date final payment is received under this contract.**

B. Documentation of Costs. All costs shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this contract shall be clearly identified and readily accessible.

C. Reports and information. The Agency, at such times and in such forms as the City or its designated and authorized representative(s) may require, shall furnish to the City or its designated and authorized representative(s) such statements, records, reports, data and information as the City may request pertaining to matters covered by this contract.

D. Audits and Inspections. The Agency shall at any time and as often as the Housing and Community Services Department, or the City or the Comptroller General, or the Department of Housing and Urban Development, (HUD) or the HUD Inspector General of the United States may deem necessary, make available all its records and data for the purpose of making audits, reviews, examinations, excerpts and transcriptions.

SECTION 4. CONFLICT OF INTEREST. No owner, Agency or sponsor of a project assisted with HOME funds (or officer, employee, agent, elected or appointed official or consultant of the owner, Agency or sponsor) whether private, for profit or non-profit (including a Community Housing Development Organization (CHDO) when acting as an owner, Agency or sponsor) may occupy a HOME-assisted affordable unit in a project. This provision does not apply to an individual who receives HOME funds to acquire or rehabilitate his or her principal residence or to an employee or agent of the owner or Agency of a rental housing project who occupies a housing unit as the project manager or maintenance worker. (24 CFR 92.356 (f)(1)).

EXCEPTIONS: An exception may be granted in accordance and in compliance with 24 CFR 92.356 (f)(2)(I) through (V), and with the City's prior approval.

### SECTION 5. DISCRIMINATION.

A. Discrimination Prohibited. No recipient or proposed recipient of any funds, services or other assistance under the provisions of this contract or any program related to this contract, shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with the funds made available through this contract on the grounds of race, color, national origin, ancestry, religion, disability, sex or age. (Reference Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352)). For purposes of this section, "program or

activity" is defined as any function conducted by an identifiable administrative unit of the Agency receiving funds pursuant to this contract.

B. The Agency further agrees to implement and comply with the "Revised Non-Discrimination and Equal Employment Opportunity Statement for contracts or agreements" as provided in Exhibit A attached hereto.

C. The Agency will not discriminate against any employee or applicant for employment because of race, color, national origin, sex, or religion, in accordance with Executive Order 11246 – Equal Employment Opportunity, as amended and its implementing regulations at 41 CFR Part 60. If the Agency has fifteen or more employees, the Agency is prohibited from discriminating against any employee or applicant with a disability, in accordance with Title I of the Americans with Disabilities Act of 1990 (ADA). Nondiscrimination notices should be included in all job postings and posted in a visible place in the Agency's office.

#### SECTION 6. EMPLOYMENT OPPORTUNITIES FOR BUSINESSES AND LOWER INCOME PERSONS IN CONNECTION WITH ASSISTED PROJECTS.

A. GENERAL. Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 1701 u., and Sec. 7 (d), Department of HUD Act, 42 U.S.C. 3535 (d) is applicable to all projects assisted by any Department program in which loans, grants, subsidies or other financial assistance, including HOME Investment Partnerships Program under the Act are provided in aid of housing, urban planning, development, redevelopment or renewal, public or community facilities, and new community developments.

##### B. Assurance of Compliance.

1. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701 u (section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

2. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135 and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability that would prevent them from complying with these requirements.

3. The Agency agrees to send to each labor organization or representative of workers with which the owner has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both

employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

4. The Agency agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

5. The Agency will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected, but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

6. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

7. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

8. Every contract or agreement entered into by the Agency that involves funds provided under this contract will have incorporated therein subsection B of Section 6 of this contract.

9. In the event the Agency sells, leases, transfers or otherwise conveys land upon which work in connection with this project is to be performed, the City must be notified in writing, thirty (30) days prior to such action. Further, prior to sale or lease of property purchases, funded under this agreement, the Agency shall include in each contract or subcontract for work on such land, a clause requiring the purchaser, lessee or Agency to assume the same obligations as the Agency for work under subsection B of Section 6 of this contract. Each such purchaser, lessee or Agency shall be relieved of such obligations upon satisfactory completion of all work to be performed under the terms of the redevelopment contract.

**SECTION 7. FEDERAL LABOR STANDARDS PROVISIONS.** Except with respect to the rehabilitation of residential property containing less than twelve units, the Agency and all contractors

and subcontractors engaged under contracts in excess of \$2,000 for the construction, prosecution, completion or repair of any building or work financed in whole or in part with assistance provided under this contract **will comply with the Davis-Bacon Act** (40 U.S.C. 276 a to a-7), as supplemented by Department of Labor (DOL) regulations (29 CFR, Part 5), the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented in DOL regulations (29 CFR, Part 3), sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by DOL regulations (29 CFR, Part 5), and the regulations issued pursuant thereto. **The Agency shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions consistent with applicable Federal Labor Standards.** No contracts under this section shall be awarded to any contractors or subcontractors debarred for violating Federal Labor Standards Provisions. **This Project does not include construction, prosecution, completion or repair of any building and is exempt from Davis-Bacon Act wage requirements.**

The Agency shall take affirmative action to ensure that applicants for employment are employed, contractors or subcontractors receive contracts, and all employees are treated, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following:

employment, recruitment or recruitment advertising,  
contracting or subcontracting, promotion, demotion,  
transfer, layoff, termination, rates of pay or other  
forms of compensation, and selection for training,  
including apprenticeship.

The Agency shall incorporate the foregoing requirements of this paragraph in all of its contracts, except those exempt by law, and will require all of its contractors to incorporate such requirements in all subcontracts.

#### SECTION 503 AFFIRMATIVE ACTION FOR QUALIFIED INDIVIDUALS WITH DISABILITIES:

The Agency and any subcontractors will comply with the provisions of Section 503 of the Rehabilitation Act of 1973, if the funding award of their Agreement is \$2,500 or more, including, but not limited, to the following:

a) The Agency will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified.

b) The Agency agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based upon their physical or mental disability in all employment practices, including, but not limited to, the following:

Employment, recruitment or recruitment advertising, contracting or subcontracting, promotion, demotion, transfer, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

c) **The Agency agrees to post in conspicuous places, within administrative office and warehouse facilities available to employees and applicants for employment, notices, which make reference to the Agency's compliance with The Rehabilitation Act.** Such notices shall state the Agency's obligation under the law not to discriminate on the basis of physical or mental disability and to take affirmative action to employ and advance in employment qualified individuals with disabilities.

SECTION 8. COMPLIANCE WITH LOCAL LAWS. All parties shall comply with all applicable laws, ordinances, codes and regulations of the State of Kansas and local governments.

SECTION 9. ASSIGNABILITY. The Agency shall not assign any interest in this contract without prior written consent of the City.

SECTION 10. POLITICAL ACTIVITY PROHIBITED.

A. None of the funds, materials, property or services provided directly or indirectly under this contract shall be used for partisan political activity.

B. The funds provided under this contract shall not be engaged in any way in contravention of Chapter 15 of Title 5, U.S.C.

SECTION 11. LOBBYING PROHIBITED. None of the funds provided under this contract shall be used for lobbying and/or propaganda purposes designed to support or defeat legislation pending before the Congress of the United States of America or the Legislature of the State of Kansas.

SECTION 12. PAYMENTS.

A. Compensation and Method of Payment. Compensation and method of payment to the Agency, relative to conducting the operations of the project activities and services as herein described, will be carried out as specified in Exhibit B attached hereto, and will be administered under the established accounting and fiscal policies of the City of Wichita.

B. Total Payments. Total Payment to the Agency will not exceed \$13,200 as referenced in Exhibit B.

C. Restriction on Disbursements. No Entitlement Funds shall be disbursed to the Agency or contractor except pursuant to a written contract, which incorporates by reference the general conditions of this contract.



D. Unearned Payments. Under this contract unearned payments may be suspended or terminated if the entitlement funds to the City of Wichita under the HOME Investment Partnerships Program (24 CFR Part 92) are suspended or terminated.

SECTION 13. TERMINATION CLAUSE. Upon breach of the contract by the Agency, the City, by giving written notification, may terminate this contract immediately. A breach shall include, but not be limited to, failure to comply with any or all items contained within Section 1 through Section 26, Exhibits and/or provisions of any subsequent contractual amendments executed relative to this contract. In the event of a breach of contract, the Agency agrees to re-pay any HOME funds advanced under this agreement.

SECTION 14. AMENDMENTS.

A. To provide necessary flexibility for the most effective execution of this project, whenever both the City and the Agency mutually agree, changes to this contract may be effected by placing them in written form and incorporating them into this contract.

B. Programmatic changes substantially altering the contract's original intent or financial changes in contract amount or line items in the approved budget (Exhibit C) that are greater than \$10,000 shall require a written contract amendment. The amendment must be approved by the City Council and must also be approved and signed by all parties to the original contract.

SECTION 15. POLLUTION STANDARDS. In the event the grand total of Exhibit C is in excess of \$100,000, the Agency agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970 (42 U.S.C. 185, et seq.) and the Federal Water Pollution Control Act (33 U.S.C.1251, et seq.), as amended.

SECTION 16. ARCHITECTURAL BARRIERS. Every building or facility (other than a private residential structure) designed, constructed or altered with funds provided pursuant to this contract shall be designed, altered or constructed in accordance with the standards issued under the Architectural Barriers Act of 1968 (42 USC 4151 et. seq.), as amended, and the minimum guidelines and requirements issued by the Architectural and Transportation Compliance Board pursuant to Section 502 (b.) (7.) of the Rehabilitation Act of 1973 (29 USC 792 (b.) (7.) as amended.

The Section 504 implementing regulations (24 CFR Part 8) apply to this project. Newly constructed or rehabilitated housing for purchase or single-family housing developed with Federal funds must be made accessible upon the request of the prospective buyer if the nature of the prospective occupant's disability so requires. Should a prospective buyer request a modification to make a unit accessible, the owner/Agency must work with the buyer to provide specific features that meet the need(s) of the prospective homebuyer/occupant. If the design features that are needed for the buyer are design features that are covered in the Uniform Federal Accessibility Standards (UFAS), those features must comply with the UFAS standard. The Agency shall be permitted to depart from the standard in order to have the buyer/occupant's needs met.

Multi-family dwellings must also meet the design and construction requirements at 24 CFR 100.205, which implement the Fair Housing Act (42 U.S.C. 3601-19), and Section 504 of the Rehabilitation Act of 1973, as applicable.

SECTION 17. ANTI-TRUST LITIGATION. For good cause, and as consideration for executing this contract, the Agency, acting herein by and through its authorized agent, hereby conveys, sells, assigns and transfers to the City of Wichita all right, title and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States and the State of Kansas, relating to the particular product, products, or services purchased or acquired by the Agency pursuant to this contract.

SECTION 18. UNIFORM GRANT ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES. During the administration of this contract, the Agency shall comply with 24 CFR 84.21, Standards for financial management systems, as follows:

- (a) Agency is required to relate financial data to performance data and develop unit cost information whenever practical.
- (b) Agency's financial management systems shall provide for the following:
  - (1) Accurate, current and complete disclosure of the financial results of each federally-sponsored project or program in accordance with the reporting requirements set forth in §84.52. If a recipient maintains its records on other than an accrual basis, the Agency shall not be required to establish an accrual accounting system. The Agency may develop such accrual data for reports on the basis of an analysis of the documentation on hand.
  - (2) Records that identify adequately the source and application of funds for federally-sponsored activities. These records shall contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.
  - (3) Effective control over and accountability for all funds, property and other assets. The Agency shall adequately safeguard all such assets and assure they are used solely for authorized purposes.
  - (4) Comparison of outlays with budget amounts for each award. Whenever appropriate, financial information should be related to performance and unit cost data.
  - (5) Written procedures to minimize the time elapsing between the transfer of funds to the Agency from the City, and the issuance or redemption of checks, warrants or payments by other means for program purposes by the Agency. To the extent that the provisions of the Cash Management Improvement Act (CMIA) (Pub. L. 101-453) govern, payment methods of State agencies, instrumentalities, and fiscal agents shall be consistent with CMIA Treasury-State Agreements or the CMIA default procedures codified at 31 CFR part 205, "Withdrawal of Cash from the Treasury for Advances under Federal Grant and Other Programs."

- (6) Written procedures for determining the reasonableness, allocability and allowability of costs in accordance with the provisions of the applicable Federal cost principles and the terms and conditions of the award.
- (7) Accounting records including cost accounting records that are supported by source documentation.
- (c) Where the City guarantees or insures the repayment of money borrowed by the Agency, The City, at its discretion, may require adequate bonding and insurance if the bonding and insurance requirements of the recipient are not deemed adequate to protect the interest of the City.
- (d) The City may require adequate fidelity bond coverage where the Agency lacks sufficient coverage to protect the City's interest.
- (e) Where bonds are required in the situations described above, the bonds shall be obtained from companies holding certificates of authority as acceptable sureties, as prescribed in 31 CFR part 223, "Surety Companies Doing Business with the United States . "

SECTION 19. RENEGOTIATION. This contract may be renegotiated in the event alternate sources of funding become available during the term of the contract.

SECTION 20. LEAD-BASED PAINT POISONING PREVENTION. The Agency will comply with the lead-based paint provisions at 24 CFR Part 35 and at 24 CFR 570.608, and Title X of the Housing and Development Act of 1992. Compliance will include all activities required by these regulations. The Agency also agrees to document each client file with regard to these provisions, and action(s) taken if required. A copy of the current HUD Lead-Based Paint Certification will be retained in the file of each client assisted with HOME funds under this contract. The Agency will comply with the Lead-Based paint Poisoning Prevention Act (42 U.S.C. 4821 et seq.) and 24 CFR part 35. The Project will comply with section 92.355 of the HOME rule. The Agency will also comply with the lead-based paint provisions of section 982.401(j) and the Lead-Based Paint provisions of the Section 8 Housing Quality Standards (HQS), irrespective of the applicable property standard under section 92.251. The Agency will comply with sections 1012 and 1013 of the Residential Lead-Based Paint Hazard Reduction Act of 1992 (P.L. 102-550), and the regulations found at 24 CFR part 35.

SECTION 21. TERMINATION FOR CONVENIENCE. The City may terminate this contract at any time by a notice in writing from the City to the Agency. If the contract is terminated by the City as provided herein, the Agency will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Agency covered by this contract, less payments of compensation previously made: Provided, however, that if less than sixty (60) percent of the services covered by this contract have been performed upon the effective date of such termination, the Agency shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expense (not otherwise reimbursed under this contract) incurred by the Agency during the contract period which are directly attributable to the uncompleted portion of the services covered by this contract.

If this contract is terminated due to the fault of the Agency, Section 13 herein relative to termination shall apply.

SECTION 22. REFUND OF INCOME. All income earned by a project as a result of entitlement funds shall be accounted for and refunded to the City quarterly or used to offset project cost unless otherwise specified in Exhibit B. Earned income shall be defined as fees received, subsidies, sales and any program income.

SECTION 23. REVERSION OF ASSETS. In the event this contract is terminated, due to breach, convenience, or expiration, the Agency agrees to transfer ownership of any real property purchased with HOME funds under this agreement, to the City. This clause shall not apply if the project has been completed as contractually agreed, and the applicable affordability period has expired.

SECTION 24. OTHER FEDERAL REGULATIONS. Activities funded with HOME funds must comply with all of the following federal laws, executive orders and regulations pertaining to fair housing and equal opportunity, as follows:

Title VIII of the Civil Rights Act of 1968 (Fair Housing Act, (42 U.S.C. 3601-3620) As Amended, and implementing regulations at 24 CFR 100. The Fair Housing Act prohibits discrimination in the sale, rental and financing of dwellings and in other housing-related transactions, based on race, color, national origin, religion, sex, familial status, and disability.

Title VI of the Civil Rights Act of 1964, As Amended (42 U.S.C. 2000d et seq.). This law prohibits discrimination on the basis of race, color, and national origin in all Federally-assisted programs.

The Age Discrimination Act of 1975, As Amended (42 U.S.C. 6101), and implementing regulations at 24 CFR Part 146. This law prohibits age discrimination based on disability in all programs or activities operated by recipients of Federal financial assistance.

Equal Opportunity in Housing (Executive Order 11063, and Executive Order 12259), and implementing regulations at 24 CFR Part 107. These Executive Orders prohibit discrimination against individuals on the basis of race, color, religion, sex, and national origin in the sale, rental, leasing or other disposition of residential property, or in the use or occupancy of housing assisted with Federal funds.

Title II of the Americans with Disabilities Act (ADA). Title II of ADA prohibits discrimination against persons with disabilities in all programs, activities, and services of a public entity. (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218, and 225)

SECTION 25. DISBURSEMENT OF HOME FUNDS. The Agency may not request disbursement of HOME funds under this agreement until the funds are needed for payment of eligible costs. Unless otherwise approved by the Housing Services Department, payments to the

Agency will be provided on a reimbursement basis. The amount of each request will be limited to the amount needed.

SECTION 26. APPENDICES. All exhibits referenced in this contract, all amendments mutually agreed upon, and modifications made by both parties are hereby incorporated as though fully set forth herein.

Exhibit A: Revised Non-Discrimination & Equal Employment  
Opportunity Statement

Exhibit B: Performance Criteria and Program Description

Exhibit C: Budget

**Community Housing Services, Inc.  
(the Agency)**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title of Officer

\_\_\_\_\_  
Date

**CITY OF WICHITA, at the Direction of the City Council**

By \_\_\_\_\_  
Carl Brewer, Mayor

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Karen Sublett, City Clerk

\_\_\_\_\_  
Date

Approved as to Form:

\_\_\_\_\_  
Gary E. Rebenstorf, City Attorney  
And Director of Law of the  
City of Wichita

\_\_\_\_\_  
Date

**REVISED NON-DISCRIMINATION AND  
EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM  
REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS**

During the term of this contract, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
- B. Requirements of the State of Kansas:
  - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
  - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
  - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
  - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.
- C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:
1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
  2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
  3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
  4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.



D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

## Exhibit B

### PERFORMANCE CRITERIA AND CONTRACT OBJECTIVES

It is mutually agreed and understood by the City of Wichita and the Agency, hereinafter referred to as the "City" and "Agency," respectively, that execution of this contract obligates the Agency to the following performance requirements.

HOME operating funds in the amount of \$13,200 shall be used for the operating expenses of the Agency. Eligible costs are outlined in 24 CFR Part 92, dated September 16, 1996 as amended, as specifically outlined at 24 CFR 92.208.

#### I. Administration

The Agency's Executive Director will supervise operations and administration on a day-to-day basis. The Agency's Board of Directors is ultimately responsible for program administration.

#### A. Funding

It is mutually agreed by and between the City and the Agency that the total HOME funds available to the Agency will be \$13,200, to provide operational support for HOME-related, single-family housing development activities in the City's Local Investment Areas. Specific use of the funding to be set forth in the sections entitled, Budget and Method of Payment. Funding provided under this contract incorporates the funding application issued in connection with the funding, and the Agency's response, unless superceded by this contract. Equipment purchased with funding provided under this contract must be returned to the City of Wichita for disposition.

#### B. Budget

The City shall pay the Agency as hereinafter set out; the maximum of \$13,200.00 for the program described in this contract. Said funding shall be used as follows:

Professional Services; Salaries Support	<u>\$13,200.00</u>
TOTAL	\$13,200.00

#### C. Method of Payment

The Agency agrees that payments under this contract shall be made according to established budgeting, purchasing and accounting procedures of the City of Wichita and HOME. The Agency agrees that all payments under this contract will be on a reimbursement basis. The Agency shall submit a request for reimbursement on a

monthly basis, by no later than the 30<sup>th</sup> of each month. Upon review of the reimbursement request by the Housing Services Department, the City will proceed to make payment directly to the Agency for all eligible and adequately documented expenses.

1. The City and Agency also agree that the categories of expenditures and amounts are estimates and may vary during the course of the contract. Adjustments between existing budget categories can be made administratively. However, changes greater than \$10,000 must be approved by the City Council.
2. The Agency will ensure all costs are eligible according to the approved budget. The original documentation supporting any expenditures made under this agreement will be retained in the Agency's files for five (5) years after the final audit of expenditures made under this contract and throughout the applicable period of affordability. Documentation of eligible costs will include, but is not limited to: vendor invoices, purchase orders, receipts and payroll records. The City shall retain all such documentation for audit purposes.
3. A maximum of 1/12 of the budgeted amount for salaries will be paid out per month for salaries expenses.
4. The Agency may request a cash advance in the amount of no more than 1/12 of the total amount of the contract. Cash advances will be deducted from the total amount of funding provided under this contract.

D. Records and Reports

1. Records shall be maintained documenting performance to be indicated in an annual report. Records are subject to review by the City.
2. **The Agency will provide, for the year ending June 30 of each year, beginning June 30, 2009, and for each year this contract is in effect, an annual report of the HOME funded portion of the program.** The report will consist of a narrative or other description of activities undertaken during the year. Said report shall be due on **July 10** of each year during the contract term.
3. The **Agency** will maintain records documenting receipts of program income and expenditures of the same. Records shall be maintained valuing in-kind services, and donated goods and services, to be reported in the same manner as other annual reports, for a period of 5 years, following the expiration of this contract.

II. Other Program Requirements

- A. The Agency shall comply with the applicable provisions of OMB Circular A-110, Attachment F, Standards for Financial Management Systems, requiring independent

financial and programmatic audits not less frequently than every two years. In addition to the financial and programmatic audit, the audit shall indicate whether the organization has complied with laws and regulations that may have a material effect on its financial statements and on each Federal assistance program reviewed. Other federal requirements may apply, as outlined in Section 18 of this contract.

### III. Program Evaluation

The City shall evaluate this project based on the objectives stated in Section I.B. of this Exhibit. Failure by the Agency to provide the level of service stated herein may result in a determination by the City to modify the level of payment to the Agency on a pro rata basis with level of service. The Agency records are subject to review by the City to ensure the accuracy and validity of information reported in monthly progress reports.

**BUDGET**

Professional Services; Salaries Support	<u>\$13,200.00</u>
TOTAL	\$13,200.00

GRANT AGREEMENT  
Between  
**THE CITY OF WICHITA**  
**HOUSING SERVICES DEPARTMENT**  
A  
PARTICIPATING JURISDICTION  
And  
**Mennonite Housing Rehabilitation Services, Inc.**  
**(The Agency)**  
A  
COMMUNITY HOUSING DEVELOPMENT ORGANIZATION  
  
**Operating Support Funding**  
**2008-2009**  
  
HOME Investment Partnerships  
Program

Housing and Community Services Department  
City of Wichita  
332 N. Riverview  
Wichita, KS 67203  
Phone (316) 268-4688  
Fax (316) 268-4219

No. \_\_\_\_\_

## **AGREEMENT**

THIS CONTRACT, dated to be effective the 18<sup>th</sup> day of November, 2008, by and between the City of Wichita, Kansas (hereinafter referred to as the City) and Mennonite Housing Rehabilitation Services, Inc. (hereinafter referred to as the "Agency").

WITNESSETH THAT:

WHEREAS, the City is entitled to receive a HOME Investment Partnerships Program Grant (hereinafter referred to as HOME), from the U.S. Department of Housing and Urban Development (hereinafter referred to as the "Department").

WHEREAS, the Agency is desirous of participating in activities eligible under HOME, and further agrees that the beneficiaries of its activities under the program and this agreement are, or will be, individuals or families who meet the income eligibility guidelines of Title 24 CFR Part 92.216/217 as applicable; and

WHEREAS, the purpose of the assistance to be provided under this agreement is specifically authorized by Title 24 CFR Section 92.208; and

WHEREAS, the City deems the activities to be provided by the Agency as consistent with, and supportive of the HOME Investment Partnership Program, and the Agency requires the financial assistance of the City to initiate its activities; and

WHEREAS, the cooperation of the City and the Agency is essential for the successful implementation of an Affordable Housing Program;

NOW, THEREFORE, the contracting parties do mutually agree as follows:

SECTION 1. SCOPE OF SERVICES. The Agency must follow the Performance Criteria and Program Description as outlined in Exhibit B. Any programmatic change substantially altering the contract's original intent or financial change in contract amount or line items in the approved budget that is greater than \$10,000 shall require a written contract amendment. The amendment shall be approved by the City Council and shall also be approved and signed by all parties to the original contract.

SECTION 2. TIME OF PERFORMANCE. The services of the Agency are to begin November 18, 2008 and end no later than December 31, 2009 and shall be undertaken to accomplish the purposes of this contract.

### SECTION 3. RECORDS, REPORTS AND INSPECTION.

A. Establishment and Maintenance of Records. The Agency shall establish and maintain records as prescribed by the Department, and/or the City, with respect to all matters covered by this contract. Except as otherwise authorized by the Department and/or the City, the Agency shall (Per 24 CFR 92.508) **retain such records for a period of five years following the date final payment is received under this contract.**

B. Documentation of Costs. All costs shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this contract shall be clearly identified and readily accessible.

C. Reports and information. The Agency, at such times and in such forms as the City or its designated and authorized representative(s) may require, shall furnish to the City or its designated and authorized representative(s) such statements, records, reports, data and information as the City may request pertaining to matters covered by this contract.

D. Audits and Inspections. The Agency shall at any time and as often as the Housing and Community Services Department, or the City or the Comptroller General, or the Department of Housing and Urban Development, (HUD) or the HUD Inspector General of the United States may deem necessary, make available all its records and data for the purpose of making audits, reviews, examinations, excerpts and transcriptions.

SECTION 4. CONFLICT OF INTEREST. No owner, Agency or sponsor of a project assisted with HOME funds (or officer, employee, agent, elected or appointed official or consultant of the owner, Agency or sponsor) whether private, for profit or non-profit (including a Community Housing Development Organization (CHDO) when acting as an owner, Agency or sponsor) may occupy a HOME-assisted affordable unit in a project. This provision does not apply to an individual who receives HOME funds to acquire or rehabilitate his or her principal residence or to an employee or agent of the owner or Agency of a rental housing project who occupies a housing unit as the project manager or maintenance worker. (24 CFR 92.356 (f)(1)).

EXCEPTIONS: An exception may be granted in accordance and in compliance with 24 CFR 92.356 (f)(2)(I) through (V), and with the City's prior approval.

### SECTION 5. DISCRIMINATION.

A. Discrimination Prohibited. No recipient or proposed recipient of any funds, services or other assistance under the provisions of this contract or any program related to this contract, shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with the funds made available through this contract on the grounds of race, color, national origin, ancestry, religion, disability, sex or age. (Reference Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352)). For purposes of this section, "program or



activity" is defined as any function conducted by an identifiable administrative unit of the Agency receiving funds pursuant to this contract.

B. The Agency further agrees to implement and comply with the "Revised Non-Discrimination and Equal Employment Opportunity Statement for contracts or agreements" as provided in Exhibit A attached hereto.

C. The Agency will not discriminate against any employee or applicant for employment because of race, color, national origin, sex, or religion, in accordance with Executive Order 11246 – Equal Employment Opportunity, as amended and its implementing regulations at 41 CFR Part 60. If the Agency has fifteen or more employees, the Agency is prohibited from discriminating against any employee or applicant with a disability, in accordance with Title I of the Americans with Disabilities Act of 1990 (ADA). Nondiscrimination notices should be included in all job postings and posted in a visible place in the Agency's office.

#### SECTION 6. EMPLOYMENT OPPORTUNITIES FOR BUSINESSES AND LOWER INCOME PERSONS IN CONNECTION WITH ASSISTED PROJECTS.

A. GENERAL. Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 1701 u., and Sec. 7 (d), Department of HUD Act, 42 U.S.C. 3535 (d) is applicable to all projects assisted by any Department program in which loans, grants, subsidies or other financial assistance, including HOME Investment Partnerships Program under the Act are provided in aid of housing, urban planning, development, redevelopment or renewal, public or community facilities, and new community developments.

##### B. Assurance of Compliance.

1. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701 u (section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

2. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135 and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability that would prevent them from complying with these requirements.

3. The Agency agrees to send to each labor organization or representative of workers with which the owner has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both

employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

4. The Agency agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

5. The Agency will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected, but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

6. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

7. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

8. Every contract or agreement entered into by the Agency that involves funds provided under this contract will have incorporated therein subsection B of Section 6 of this contract.

9. In the event the Agency sells, leases, transfers or otherwise conveys land upon which work in connection with this project is to be performed, the City must be notified in writing, thirty (30) days prior to such action. Further, prior to sale or lease of property purchases, funded under this agreement, the Agency shall include in each contract or subcontract for work on such land, a clause requiring the purchaser, lessee or Agency to assume the same obligations as the Agency for work under subsection B of Section 6 of this contract. Each such purchaser, lessee or Agency shall be relieved of such obligations upon satisfactory completion of all work to be performed under the terms of the redevelopment contract.

**SECTION 7. FEDERAL LABOR STANDARDS PROVISIONS.** Except with respect to the rehabilitation of residential property containing less than twelve units, the Agency and all contractors

and subcontractors engaged under contracts in excess of \$2,000 for the construction, prosecution, completion or repair of any building or work financed in whole or in part with assistance provided under this contract **will comply with the Davis-Bacon Act** (40 U.S.C. 276 a to a-7), as supplemented by Department of Labor (DOL) regulations (29 CFR, Part 5), the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented in DOL regulations (29 CFR, Part 3), sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by DOL regulations (29 CFR, Part 5), and the regulations issued pursuant thereto. **The Agency shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions consistent with applicable Federal Labor Standards.** No contracts under this section shall be awarded to any contractors or subcontractors debarred for violating Federal Labor Standards Provisions. **This Project does not include construction, prosecution, completion or repair of any building and is exempt from Davis-Bacon Act wage requirements.**

The Agency shall take affirmative action to ensure that applicants for employment are employed, contractors or subcontractors receive contracts, and all employees are treated, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following:

employment, recruitment or recruitment advertising,  
contracting or subcontracting, promotion, demotion,  
transfer, layoff, termination, rates of pay or other  
forms of compensation, and selection for training,  
including apprenticeship.

The Agency shall incorporate the foregoing requirements of this paragraph in all of its contracts, except those exempt by law, and will require all of its contractors to incorporate such requirements in all subcontracts.

#### SECTION 503 AFFIRMATIVE ACTION FOR QUALIFIED INDIVIDUALS WITH DISABILITIES:

The Agency and any subcontractors will comply with the provisions of Section 503 of the Rehabilitation Act of 1973, if the funding award of their Agreement is \$2,500 or more, including, but not limited, to the following:

a) The Agency will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified.

b) The Agency agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based upon their physical or mental disability in all employment practices, including, but not limited to, the following:

Employment, recruitment or recruitment advertising, contracting or subcontracting, promotion, demotion, transfer, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

c) **The Agency agrees to post in conspicuous places, within administrative office and warehouse facilities available to employees and applicants for employment, notices, which make reference to the Agency's compliance with The Rehabilitation Act.** Such notices shall state the Agency's obligation under the law not to discriminate on the basis of physical or mental disability and to take affirmative action to employ and advance in employment qualified individuals with disabilities.

SECTION 8. COMPLIANCE WITH LOCAL LAWS. All parties shall comply with all applicable laws, ordinances, codes and regulations of the State of Kansas and local governments.

SECTION 9. ASSIGNABILITY. The Agency shall not assign any interest in this contract without prior written consent of the City.

SECTION 10. POLITICAL ACTIVITY PROHIBITED.

A. None of the funds, materials, property or services provided directly or indirectly under this contract shall be used for partisan political activity.

B. The funds provided under this contract shall not be engaged in any way in contravention of Chapter 15 of Title 5, U.S.C.

SECTION 11. LOBBYING PROHIBITED. None of the funds provided under this contract shall be used for lobbying and/or propaganda purposes designed to support or defeat legislation pending before the Congress of the United States of America or the Legislature of the State of Kansas.

SECTION 12. PAYMENTS.

A. Compensation and Method of Payment. Compensation and method of payment to the Agency, relative to conducting the operations of the project activities and services as herein described, will be carried out as specified in Exhibit B attached hereto, and will be administered under the established accounting and fiscal policies of the City of Wichita.

B. Total Payments. Total Payment to the Agency will not exceed \$30,900 as referenced in Exhibit B.

C. Restriction on Disbursements. No Entitlement Funds shall be disbursed to the Agency or contractor except pursuant to a written contract, which incorporates by reference the general conditions of this contract.

D. Unearned Payments. Under this contract unearned payments may be suspended or terminated if the entitlement funds to the City of Wichita under the HOME Investment Partnerships Program (24 CFR Part 92) are suspended or terminated.

SECTION 13. TERMINATION CLAUSE. Upon breach of the contract by the Agency, the City, by giving written notification, may terminate this contract immediately. A breach shall include, but not be limited to, failure to comply with any or all items contained within Section 1 through Section 26, Exhibits and/or provisions of any subsequent contractual amendments executed relative to this contract. In the event of a breach of contract, the Agency agrees to re-pay any HOME funds advanced under this agreement.

SECTION 14. AMENDMENTS.

A. To provide necessary flexibility for the most effective execution of this project, whenever both the City and the Agency mutually agree, changes to this contract may be effected by placing them in written form and incorporating them into this contract.

B. Programmatic changes substantially altering the contract's original intent or financial changes in contract amount or line items in the approved budget (Exhibit C) that are greater than \$10,000 shall require a written contract amendment. The amendment must be approved by the City Council and must also be approved and signed by all parties to the original contract.

SECTION 15. POLLUTION STANDARDS. In the event the grand total of Exhibit C is in excess of \$100,000, the Agency agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970 (42 U.S.C. 185, et seq.) and the Federal Water Pollution Control Act (33 U.S.C.1251, et seq.), as amended.

SECTION 16. ARCHITECTURAL BARRIERS. Every building or facility (other than a private residential structure) designed, constructed or altered with funds provided pursuant to this contract shall be designed, altered or constructed in accordance with the standards issued under the Architectural Barriers Act of 1968 (42 USC 4151 et. seq.), as amended, and the minimum guidelines and requirements issued by the Architectural and Transportation Compliance Board pursuant to Section 502 (b.) (7.) of the Rehabilitation Act of 1973 (29 USC 792 (b.) (7.) as amended.

The Section 504 implementing regulations (24 CFR Part 8) apply to this project. Newly constructed or rehabilitated housing for purchase or single-family housing developed with Federal funds must be made accessible upon the request of the prospective buyer if the nature of the prospective occupant's disability so requires. Should a prospective buyer request a modification to make a unit accessible, the owner/Agency must work with the buyer to provide specific features that meet the need(s) of the prospective homebuyer/occupant. If the design features that are needed for the buyer are design features that are covered in the Uniform Federal Accessibility Standards (UFAS), those features must comply with the UFAS standard. The Agency shall be permitted to depart from the standard in order to have the buyer/occupant's needs met.

Multi-family dwellings must also meet the design and construction requirements at 24 CFR 100.205, which implement the Fair Housing Act (42 U.S.C. 3601-19), and Section 504 of the Rehabilitation Act of 1973, as applicable.

SECTION 17. ANTI-TRUST LITIGATION. For good cause, and as consideration for executing this contract, the Agency, acting herein by and through its authorized agent, hereby conveys, sells, assigns and transfers to the City of Wichita all right, title and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States and the State of Kansas, relating to the particular product, products, or services purchased or acquired by the Agency pursuant to this contract.

SECTION 18. UNIFORM GRANT ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES. During the administration of this contract, the Agency shall comply with 24 CFR 84.21, Standards for financial management systems, as follows:

- (a) Agency is required to relate financial data to performance data and develop unit cost information whenever practical.
- (b) Agency's financial management systems shall provide for the following:
  - (1) Accurate, current and complete disclosure of the financial results of each federally-sponsored project or program in accordance with the reporting requirements set forth in §84.52. If a recipient maintains its records on other than an accrual basis, the Agency shall not be required to establish an accrual accounting system. The Agency may develop such accrual data for reports on the basis of an analysis of the documentation on hand.
  - (2) Records that identify adequately the source and application of funds for federally-sponsored activities. These records shall contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.
  - (3) Effective control over and accountability for all funds, property and other assets. The Agency shall adequately safeguard all such assets and assure they are used solely for authorized purposes.
  - (4) Comparison of outlays with budget amounts for each award. Whenever appropriate, financial information should be related to performance and unit cost data.
  - (5) Written procedures to minimize the time elapsing between the transfer of funds to the Agency from the City, and the issuance or redemption of checks, warrants or payments by other means for program purposes by the Agency. To the extent that the provisions of the Cash Management Improvement Act (CMIA) (Pub. L. 101-453) govern, payment methods of State agencies, instrumentalities, and fiscal agents shall be consistent with CMIA Treasury-State Agreements or the CMIA default procedures codified at 31 CFR part 205, "Withdrawal of Cash from the Treasury for Advances under Federal Grant and Other Programs."

- (6) Written procedures for determining the reasonableness, allocability and allowability of costs in accordance with the provisions of the applicable Federal cost principles and the terms and conditions of the award.
- (7) Accounting records including cost accounting records that are supported by source documentation.
- (c) Where the City guarantees or insures the repayment of money borrowed by the Agency, The City, at its discretion, may require adequate bonding and insurance if the bonding and insurance requirements of the recipient are not deemed adequate to protect the interest of the City.
- (d) The City may require adequate fidelity bond coverage where the Agency lacks sufficient coverage to protect the City's interest.
- (e) Where bonds are required in the situations described above, the bonds shall be obtained from companies holding certificates of authority as acceptable sureties, as prescribed in 31 CFR part 223, "Surety Companies Doing Business with the United States . "

SECTION 19. RENEGOTIATION. This contract may be renegotiated in the event alternate sources of funding become available during the term of the contract.

SECTION 20. LEAD-BASED PAINT POISONING PREVENTION. The Agency will comply with the lead-based paint provisions at 24 CFR Part 35 and at 24 CFR 570.608, and Title X of the Housing and Development Act of 1992. Compliance will include all activities required by these regulations. The Agency also agrees to document each client file with regard to these provisions, and action(s) taken if required. A copy of the current HUD Lead-Based Paint Certification will be retained in the file of each client assisted with HOME funds under this contract. The Agency will comply with the Lead-Based paint Poisoning Prevention Act (42 U.S.C. 4821 et seq.) and 24 CFR part 35. The Project will comply with section 92.355 of the HOME rule. The Agency will also comply with the lead-based paint provisions of section 982.401(j) and the Lead-Based Paint provisions of the Section 8 Housing Quality Standards (HQS), irrespective of the applicable property standard under section 92.251. The Agency will comply with sections 1012 and 1013 of the Residential Lead-Based Paint Hazard Reduction Act of 1992 (P.L. 102-550), and the regulations found at 24 CFR part 35.

SECTION 21. TERMINATION FOR CONVENIENCE. The City may terminate this contract at any time by a notice in writing from the City to the Agency. If the contract is terminated by the City as provided herein, the Agency will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Agency covered by this contract, less payments of compensation previously made: Provided, however, that if less than sixty (60) percent of the services covered by this contract have been performed upon the effective date of such termination, the Agency shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expense (not otherwise reimbursed under this contract) incurred by the Agency during the contract period which are directly attributable to the uncompleted portion of the services covered by this contract.

If this contract is terminated due to the fault of the Agency, Section 13 herein relative to termination shall apply.

SECTION 22. REFUND OF INCOME. All income earned by a project as a result of entitlement funds shall be accounted for and refunded to the City quarterly or used to offset project cost unless otherwise specified in Exhibit B. Earned income shall be defined as fees received, subsidies, sales and any program income.

SECTION 23. REVERSION OF ASSETS. In the event this contract is terminated, due to breach, convenience, or expiration, the Agency agrees to transfer ownership of any real property purchased with HOME funds under this agreement, to the City. This clause shall not apply if the project has been completed as contractually agreed, and the applicable affordability period has expired.

SECTION 24. OTHER FEDERAL REGULATIONS. Activities funded with HOME funds must comply with all of the following federal laws, executive orders and regulations pertaining to fair housing and equal opportunity, as follows:

Title VIII of the Civil Rights Act of 1968 (Fair Housing Act, (42 U.S.C. 3601-3620) As Amended, and implementing regulations at 24 CFR 100. The Fair Housing Act prohibits discrimination in the sale, rental and financing of dwellings and in other housing-related transactions, based on race, color, national origin, religion, sex, familial status, and disability.

Title VI of the Civil Rights Act of 1964, As Amended (42 U.S.C. 2000d et seq.). This law prohibits discrimination on the basis of race, color, and national origin in all Federally-assisted programs.

The Age Discrimination Act of 1975, As Amended (42 U.S.C. 6101), and implementing regulations at 24 CFR Part 146. This law prohibits age discrimination based on disability in all programs or activities operated by recipients of Federal financial assistance.

Equal Opportunity in Housing (Executive Order 11063, and Executive Order 12259), and implementing regulations at 24 CFR Part 107. These Executive Orders prohibit discrimination against individuals on the basis of race, color, religion, sex, and national origin in the sale, rental, leasing or other disposition of residential property, or in the use or occupancy of housing assisted with Federal funds.

Title II of the Americans with Disabilities Act (ADA). Title II of ADA prohibits discrimination against persons with disabilities in all programs, activities, and services of a public entity. (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218, and 225)

SECTION 25. DISBURSEMENT OF HOME FUNDS. The Agency may not request disbursement of HOME funds under this agreement until the funds are needed for payment of eligible costs. Unless otherwise approved by the Housing Services Department, payments to the



Agency will be provided on a reimbursement basis. The amount of each request will be limited to the amount needed.

SECTION 26. APPENDICES. All exhibits referenced in this contract, all amendments mutually agreed upon, and modifications made by both parties are hereby incorporated as though fully set forth herein.

Exhibit A: Revised Non-Discrimination & Equal Employment  
Opportunity Statement

Exhibit B: Performance Criteria and Program Description

Exhibit C: Budget

**Mennonite Housing Rehabilitation Services, Inc.  
(the Agency)**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title of Officer

\_\_\_\_\_  
Date

**CITY OF WICHITA, at the Direction of the City Council**

By \_\_\_\_\_  
Carl Brewer, Mayor

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Karen Sublett, City Clerk

\_\_\_\_\_  
Date

Approved as to Form:

\_\_\_\_\_  
Gary E. Rebenstorf, City Attorney  
And Director of Law of the  
City of Wichita

\_\_\_\_\_  
Date

**REVISED NON-DISCRIMINATION AND  
EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM  
REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS**

During the term of this contract, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
- B. Requirements of the State of Kansas:
  - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
  - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
  - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
  - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.
- C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:
1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
  2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
  3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
  4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

## Exhibit B

### PERFORMANCE CRITERIA AND CONTRACT OBJECTIVES

It is mutually agreed and understood by the City of Wichita and the Agency, hereinafter referred to as the "City" and "Agency," respectively, that execution of this contract obligates the Agency to the following performance requirements.

HOME operating funds in the amount of \$30,900 shall be used for the operating expenses of the Agency. Eligible costs are outlined in 24 CFR Part 92, dated September 16, 1996 as amended, as specifically outlined at 24 CFR 92.208.

#### I. Administration

The Agency's Executive Director will supervise operations and administration on a day-to-day basis. The Agency's Board of Directors is ultimately responsible for program administration.

#### A. Funding

It is mutually agreed by and between the City and the Agency that the total HOME funds available to the Agency will be \$30,900, to provide operational support for HOME-related, single-family housing development activities. Specific use of the funding to be set forth in the sections entitled, Budget and Method of Payment. Funding provided under this contract incorporates the funding application issued in connection with the funding, and the Agency's response, unless superceded by this contract. Equipment purchased with funding provided under this contract must be returned to the City of Wichita for disposition.

#### B. Budget

The City shall pay the Agency as hereinafter set out; the maximum of \$30,900.00 for the program described in this contract. Said funding shall be used as follows:

Professional Services; Salaries Support	<u>\$30,900.00</u>
TOTAL	\$30,900.00

#### C. Method of Payment

The Agency agrees that payments under this contract shall be made according to established budgeting, purchasing and accounting procedures of the City of Wichita and HOME. The Agency agrees that all payments under this contract will be on a reimbursement basis. The Agency shall submit a request for reimbursement on a

monthly basis, by no later than the 30<sup>th</sup> of each month. Upon review of the reimbursement request by the Housing Services Department, the City will proceed to make payment directly to the Agency for all eligible and adequately documented expenses.

1. The City and Agency also agree that the categories of expenditures and amounts are estimates and may vary during the course of the contract. Adjustments between existing budget categories can be made administratively. However, changes greater than \$10,000 must be approved by the City Council.
2. The Agency will ensure all costs are eligible according to the approved budget. The original documentation supporting any expenditures made under this agreement will be retained in the Agency's files for five (5) years after the final audit of expenditures made under this contract and throughout the applicable period of affordability. Documentation of eligible costs will include, but is not limited to: vendor invoices, purchase orders, receipts and payroll records. The City shall retain all such documentation for audit purposes.
3. A maximum of 1/12 of the budgeted amount for salaries will be paid out per month for salaries expenses.
4. The Agency may request a cash advance in the amount of no more than 1/12 of the total amount of the contract. Cash advances will be deducted from the total amount of funding provided under this contract.

D. Records and Reports

1. Records shall be maintained documenting performance to be indicated in an annual report. Records are subject to review by the City.
2. **The Agency will provide, for the year ending June 30 of each year, beginning June 30, 2009, and for each year this contract is in effect, an annual report of the HOME funded portion of the program.** The report will consist of a narrative or other description of activities undertaken during the year. Said report shall be due on **July 10** of each year during the contract term.
3. The **Agency** will maintain records documenting receipts of program income and expenditures of the same. Records shall be maintained valuing in-kind services, and donated goods and services, to be reported in the same manner as other annual reports, for a period of 5 years, following the expiration of this contract.

II. Program Evaluation

The City shall evaluate this project based on the objectives stated in Section I.B. of this Exhibit. Failure by the Agency to provide the level of service stated herein may result in a

determination by the City to modify the level of payment to the Agency on a pro rata basis with level of service. The Agency records are subject to review by the City to ensure the accuracy and validity of information reported in monthly progress reports.



**BUDGET**

Professional Services; Salaries Support	<u>\$30,900.00</u>
TOTAL	\$30,900.00

GRANT AGREEMENT

Between

**THE CITY OF WICHITA  
HOUSING SERVICES DEPARTMENT**

A

PARTICIPATING JURISDICTION

And

**Power CDC, Inc.  
(The Agency)**

A

COMMUNITY HOUSING DEVELOPMENT ORGANIZATION

**Operating Support Funding  
2008-2009**

HOME Investment Partnerships  
Program

Housing and Community Services Department  
City of Wichita  
332 N. Riverview  
Wichita, KS 67203  
Phone (316) 268-4688  
Fax (316) 268-4219

No. \_\_\_\_\_

## **AGREEMENT**

THIS CONTRACT, dated to be effective the 18<sup>th</sup> day of November, 2008, by and between the City of Wichita, Kansas (hereinafter referred to as the City) and Power CDC, Inc. (hereinafter referred to as the "Agency").

WITNESSETH THAT:

WHEREAS, the City is entitled to receive a HOME Investment Partnerships Program Grant (hereinafter referred to as HOME), from the U.S. Department of Housing and Urban Development (hereinafter referred to as the "Department").

WHEREAS, the Agency is desirous of participating in activities eligible under HOME, and further agrees that the beneficiaries of its activities under the program and this agreement are, or will be, individuals or families who meet the income eligibility guidelines of Title 24 CFR Part 92.216/217 as applicable; and

WHEREAS, the purpose of the assistance to be provided under this agreement is specifically authorized by Title 24 CFR Section 92.208; and

WHEREAS, the City deems the activities to be provided by the Agency as consistent with, and supportive of the HOME Investment Partnership Program, and the Agency requires the financial assistance of the City to initiate its activities; and

WHEREAS, the cooperation of the City and the Agency is essential for the successful implementation of an Affordable Housing Program;

NOW, THEREFORE, the contracting parties do mutually agree as follows:

SECTION 1. SCOPE OF SERVICES. The Agency must follow the Performance Criteria and Program Description as outlined in Exhibit B. Any programmatic change substantially altering the contract's original intent or financial change in contract amount or line items in the approved budget that is greater than \$10,000 shall require a written contract amendment. The amendment shall be approved by the City Council and shall also be approved and signed by all parties to the original contract.

SECTION 2. TIME OF PERFORMANCE. The services of the Agency are to begin November 18, 2008 and end no later than December 31, 2009 and shall be undertaken to accomplish the purposes of this contract.

### SECTION 3. RECORDS, REPORTS AND INSPECTION.

A. Establishment and Maintenance of Records. The Agency shall establish and maintain records as prescribed by the Department, and/or the City, with respect to all matters covered by this contract. Except as otherwise authorized by the Department and/or the City, the Agency shall (Per 24 CFR 92.508) **retain such records for a period of five years following the date final payment is received under this contract.**

B. Documentation of Costs. All costs shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this contract shall be clearly identified and readily accessible.

C. Reports and information. The Agency, at such times and in such forms as the City or its designated and authorized representative(s) may require, shall furnish to the City or its designated and authorized representative(s) such statements, records, reports, data and information as the City may request pertaining to matters covered by this contract.

D. Audits and Inspections. The Agency shall at any time and as often as the Housing and Community Services Department, or the City or the Comptroller General, or the Department of Housing and Urban Development, (HUD) or the HUD Inspector General of the United States may deem necessary, make available all its records and data for the purpose of making audits, reviews, examinations, excerpts and transcriptions.

SECTION 4. CONFLICT OF INTEREST. No owner, Agency or sponsor of a project assisted with HOME funds (or officer, employee, agent, elected or appointed official or consultant of the owner, Agency or sponsor) whether private, for profit or non-profit (including a Community Housing Development Organization (CHDO) when acting as an owner, Agency or sponsor) may occupy a HOME-assisted affordable unit in a project. This provision does not apply to an individual who receives HOME funds to acquire or rehabilitate his or her principal residence or to an employee or agent of the owner or Agency of a rental housing project who occupies a housing unit as the project manager or maintenance worker. (24 CFR 92.356 (f)(1)).

EXCEPTIONS: An exception may be granted in accordance and in compliance with 24 CFR 92.356 (f)(2)(I) through (V), and with the City's prior approval.

### SECTION 5. DISCRIMINATION.

A. Discrimination Prohibited. No recipient or proposed recipient of any funds, services or other assistance under the provisions of this contract or any program related to this contract, shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with the funds made available through this contract on the grounds of race, color, national origin, ancestry, religion, disability, sex or age. (Reference Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352)). For purposes of this section, "program or

activity" is defined as any function conducted by an identifiable administrative unit of the Agency receiving funds pursuant to this contract.

B. The Agency further agrees to implement and comply with the "Revised Non-Discrimination and Equal Employment Opportunity Statement for contracts or agreements" as provided in Exhibit A attached hereto.

C. The Agency will not discriminate against any employee or applicant for employment because of race, color, national origin, sex, or religion, in accordance with Executive Order 11246 – Equal Employment Opportunity, as amended and its implementing regulations at 41 CFR Part 60. If the Agency has fifteen or more employees, the Agency is prohibited from discriminating against any employee or applicant with a disability, in accordance with Title I of the Americans with Disabilities Act of 1990 (ADA). Nondiscrimination notices should be included in all job postings and posted in a visible place in the Agency's office.

#### SECTION 6. EMPLOYMENT OPPORTUNITIES FOR BUSINESSES AND LOWER INCOME PERSONS IN CONNECTION WITH ASSISTED PROJECTS.

A. GENERAL. Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 1701 u., and Sec. 7 (d), Department of HUD Act, 42 U.S.C. 3535 (d) is applicable to all projects assisted by any Department program in which loans, grants, subsidies or other financial assistance, including HOME Investment Partnerships Program under the Act are provided in aid of housing, urban planning, development, redevelopment or renewal, public or community facilities, and new community developments.

##### B. Assurance of Compliance.

1. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701 u (section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

2. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135 and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability that would prevent them from complying with these requirements.

3. The Agency agrees to send to each labor organization or representative of workers with which the owner has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both

employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

4. The Agency agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

5. The Agency will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected, but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

6. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

7. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

8. Every contract or agreement entered into by the Agency that involves funds provided under this contract will have incorporated therein subsection B of Section 6 of this contract.

9. In the event the Agency sells, leases, transfers or otherwise conveys land upon which work in connection with this project is to be performed, the City must be notified in writing, thirty (30) days prior to such action. Further, prior to sale or lease of property purchases, funded under this agreement, the Agency shall include in each contract or subcontract for work on such land, a clause requiring the purchaser, lessee or Agency to assume the same obligations as the Agency for work under subsection B of Section 6 of this contract. Each such purchaser, lessee or Agency shall be relieved of such obligations upon satisfactory completion of all work to be performed under the terms of the redevelopment contract.

**SECTION 7. FEDERAL LABOR STANDARDS PROVISIONS.** Except with respect to the rehabilitation of residential property containing less than twelve units, the Agency and all contractors

and subcontractors engaged under contracts in excess of \$2,000 for the construction, prosecution, completion or repair of any building or work financed in whole or in part with assistance provided under this contract **will comply with the Davis-Bacon Act** (40 U.S.C. 276 a to a-7), as supplemented by Department of Labor (DOL) regulations (29 CFR, Part 5), the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented in DOL regulations (29 CFR, Part 3), sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by DOL regulations (29 CFR, Part 5), and the regulations issued pursuant thereto. **The Agency shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions consistent with applicable Federal Labor Standards.** No contracts under this section shall be awarded to any contractors or subcontractors debarred for violating Federal Labor Standards Provisions. **This Project does not include construction, prosecution, completion or repair of any building and is exempt from Davis-Bacon Act wage requirements.**

The Agency shall take affirmative action to ensure that applicants for employment are employed, contractors or subcontractors receive contracts, and all employees are treated, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following:

employment, recruitment or recruitment advertising,  
contracting or subcontracting, promotion, demotion,  
transfer, layoff, termination, rates of pay or other  
forms of compensation, and selection for training,  
including apprenticeship.

The Agency shall incorporate the foregoing requirements of this paragraph in all of its contracts, except those exempt by law, and will require all of its contractors to incorporate such requirements in all subcontracts.

#### SECTION 503 AFFIRMATIVE ACTION FOR QUALIFIED INDIVIDUALS WITH DISABILITIES:

The Agency and any subcontractors will comply with the provisions of Section 503 of the Rehabilitation Act of 1973, if the funding award of their Agreement is \$2,500 or more, including, but not limited, to the following:

a) The Agency will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified.

b) The Agency agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based upon their physical or mental disability in all employment practices, including, but not limited to, the following:

Employment, recruitment or recruitment advertising, contracting or subcontracting, promotion, demotion, transfer, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

c) **The Agency agrees to post in conspicuous places, within administrative office and warehouse facilities available to employees and applicants for employment, notices, which make reference to the Agency's compliance with The Rehabilitation Act.** Such notices shall state the Agency's obligation under the law not to discriminate on the basis of physical or mental disability and to take affirmative action to employ and advance in employment qualified individuals with disabilities.

SECTION 8. COMPLIANCE WITH LOCAL LAWS. All parties shall comply with all applicable laws, ordinances, codes and regulations of the State of Kansas and local governments.

SECTION 9. ASSIGNABILITY. The Agency shall not assign any interest in this contract without prior written consent of the City.

SECTION 10. POLITICAL ACTIVITY PROHIBITED.

A. None of the funds, materials, property or services provided directly or indirectly under this contract shall be used for partisan political activity.

B. The funds provided under this contract shall not be engaged in any way in contravention of Chapter 15 of Title 5, U.S.C.

SECTION 11. LOBBYING PROHIBITED. None of the funds provided under this contract shall be used for lobbying and/or propaganda purposes designed to support or defeat legislation pending before the Congress of the United States of America or the Legislature of the State of Kansas.

SECTION 12. PAYMENTS.

A. Compensation and Method of Payment. Compensation and method of payment to the Agency, relative to conducting the operations of the project activities and services as herein described, will be carried out as specified in Exhibit B attached hereto, and will be administered under the established accounting and fiscal policies of the City of Wichita.

B. Total Payments. Total Payment to the Agency will not exceed \$30,900 as referenced in Exhibit B.

C. Restriction on Disbursements. No Entitlement Funds shall be disbursed to the Agency or contractor except pursuant to a written contract, which incorporates by reference the general conditions of this contract.



D. Unearned Payments. Under this contract unearned payments may be suspended or terminated if the entitlement funds to the City of Wichita under the HOME Investment Partnerships Program (24 CFR Part 92) are suspended or terminated.

SECTION 13. TERMINATION CLAUSE. Upon breach of the contract by the Agency, the City, by giving written notification, may terminate this contract immediately. A breach shall include, but not be limited to, failure to comply with any or all items contained within Section 1 through Section 26, Exhibits and/or provisions of any subsequent contractual amendments executed relative to this contract. In the event of a breach of contract, the Agency agrees to re-pay any HOME funds advanced under this agreement.

SECTION 14. AMENDMENTS.

A. To provide necessary flexibility for the most effective execution of this project, whenever both the City and the Agency mutually agree, changes to this contract may be effected by placing them in written form and incorporating them into this contract.

B. Programmatic changes substantially altering the contract's original intent or financial changes in contract amount or line items in the approved budget (Exhibit C) that are greater than \$10,000 shall require a written contract amendment. The amendment must be approved by the City Council and must also be approved and signed by all parties to the original contract.

SECTION 15. POLLUTION STANDARDS. In the event the grand total of Exhibit C is in excess of \$100,000, the Agency agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970 (42 U.S.C. 185, et seq.) and the Federal Water Pollution Control Act (33 U.S.C.1251, et seq.), as amended.

SECTION 16. ARCHITECTURAL BARRIERS. Every building or facility (other than a private residential structure) designed, constructed or altered with funds provided pursuant to this contract shall be designed, altered or constructed in accordance with the standards issued under the Architectural Barriers Act of 1968 (42 USC 4151 et. seq.), as amended, and the minimum guidelines and requirements issued by the Architectural and Transportation Compliance Board pursuant to Section 502 (b.) (7.) of the Rehabilitation Act of 1973 (29 USC 792 (b.) (7.) as amended.

The Section 504 implementing regulations (24 CFR Part 8) apply to this project. Newly constructed or rehabilitated housing for purchase or single-family housing developed with Federal funds must be made accessible upon the request of the prospective buyer if the nature of the prospective occupant's disability so requires. Should a prospective buyer request a modification to make a unit accessible, the owner/Agency must work with the buyer to provide specific features that meet the need(s) of the prospective homebuyer/occupant. If the design features that are needed for the buyer are design features that are covered in the Uniform Federal Accessibility Standards (UFAS), those features must comply with the UFAS standard. The Agency shall be permitted to depart from the standard in order to have the buyer/occupant's needs met.

Multi-family dwellings must also meet the design and construction requirements at 24 CFR 100.205, which implement the Fair Housing Act (42 U.S.C. 3601-19), and Section 504 of the Rehabilitation Act of 1973, as applicable.

SECTION 17. ANTI-TRUST LITIGATION. For good cause, and as consideration for executing this contract, the Agency, acting herein by and through its authorized agent, hereby conveys, sells, assigns and transfers to the City of Wichita all right, title and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States and the State of Kansas, relating to the particular product, products, or services purchased or acquired by the Agency pursuant to this contract.

SECTION 18. UNIFORM GRANT ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES. During the administration of this contract, the Agency shall comply with 24 CFR 84.21, Standards for financial management systems, as follows:

- (a) Agency is required to relate financial data to performance data and develop unit cost information whenever practical.
- (b) Agency's financial management systems shall provide for the following:
  - (1) Accurate, current and complete disclosure of the financial results of each federally-sponsored project or program in accordance with the reporting requirements set forth in §84.52. If a recipient maintains its records on other than an accrual basis, the Agency shall not be required to establish an accrual accounting system. The Agency may develop such accrual data for reports on the basis of an analysis of the documentation on hand.
  - (2) Records that identify adequately the source and application of funds for federally-sponsored activities. These records shall contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.
  - (3) Effective control over and accountability for all funds, property and other assets. The Agency shall adequately safeguard all such assets and assure they are used solely for authorized purposes.
  - (4) Comparison of outlays with budget amounts for each award. Whenever appropriate, financial information should be related to performance and unit cost data.
  - (5) Written procedures to minimize the time elapsing between the transfer of funds to the Agency from the City, and the issuance or redemption of checks, warrants or payments by other means for program purposes by the Agency. To the extent that the provisions of the Cash Management Improvement Act (CMIA) (Pub. L. 101-453) govern, payment methods of State agencies, instrumentalities, and fiscal agents shall be consistent with CMIA Treasury-State Agreements or the CMIA default procedures codified at 31 CFR part 205, "Withdrawal of Cash from the Treasury for Advances under Federal Grant and Other Programs."

- (6) Written procedures for determining the reasonableness, allocability and allowability of costs in accordance with the provisions of the applicable Federal cost principles and the terms and conditions of the award.
- (7) Accounting records including cost accounting records that are supported by source documentation.
- (c) Where the City guarantees or insures the repayment of money borrowed by the Agency, The City, at its discretion, may require adequate bonding and insurance if the bonding and insurance requirements of the recipient are not deemed adequate to protect the interest of the City.
- (d) The City may require adequate fidelity bond coverage where the Agency lacks sufficient coverage to protect the City's interest.
- (e) Where bonds are required in the situations described above, the bonds shall be obtained from companies holding certificates of authority as acceptable sureties, as prescribed in 31 CFR part 223, "Surety Companies Doing Business with the United States . "

SECTION 19. RENEGOTIATION. This contract may be renegotiated in the event alternate sources of funding become available during the term of the contract.

SECTION 20. LEAD-BASED PAINT POISONING PREVENTION. The Agency will comply with the lead-based paint provisions at 24 CFR Part 35 and at 24 CFR 570.608, and Title X of the Housing and Development Act of 1992. Compliance will include all activities required by these regulations. The Agency also agrees to document each client file with regard to these provisions, and action(s) taken if required. A copy of the current HUD Lead-Based Paint Certification will be retained in the file of each client assisted with HOME funds under this contract. The Agency will comply with the Lead-Based paint Poisoning Prevention Act (42 U.S.C. 4821 et seq.) and 24 CFR part 35. The Project will comply with section 92.355 of the HOME rule. The Agency will also comply with the lead-based paint provisions of section 982.401(j) and the Lead-Based Paint provisions of the Section 8 Housing Quality Standards (HQS), irrespective of the applicable property standard under section 92.251. The Agency will comply with sections 1012 and 1013 of the Residential Lead-Based Paint Hazard Reduction Act of 1992 (P.L. 102-550), and the regulations found at 24 CFR part 35.

SECTION 21. TERMINATION FOR CONVENIENCE. The City may terminate this contract at any time by a notice in writing from the City to the Agency. If the contract is terminated by the City as provided herein, the Agency will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Agency covered by this contract, less payments of compensation previously made: Provided, however, that if less than sixty (60) percent of the services covered by this contract have been performed upon the effective date of such termination, the Agency shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expense (not otherwise reimbursed under this contract) incurred by the Agency during the contract period which are directly attributable to the uncompleted portion of the services covered by this contract.

If this contract is terminated due to the fault of the Agency, Section 13 herein relative to termination shall apply.

SECTION 22. REFUND OF INCOME. All income earned by a project as a result of entitlement funds shall be accounted for and refunded to the City quarterly or used to offset project cost unless otherwise specified in Exhibit B. Earned income shall be defined as fees received, subsidies, sales and any program income.

SECTION 23. REVERSION OF ASSETS. In the event this contract is terminated, due to breach, convenience, or expiration, the Agency agrees to transfer ownership of any real property purchased with HOME funds under this agreement, to the City. This clause shall not apply if the project has been completed as contractually agreed, and the applicable affordability period has expired.

SECTION 24. OTHER FEDERAL REGULATIONS. Activities funded with HOME funds must comply with all of the following federal laws, executive orders and regulations pertaining to fair housing and equal opportunity, as follows:

Title VIII of the Civil Rights Act of 1968 (Fair Housing Act, (42 U.S.C. 3601-3620) As Amended, and implementing regulations at 24 CFR 100. The Fair Housing Act prohibits discrimination in the sale, rental and financing of dwellings and in other housing-related transactions, based on race, color, national origin, religion, sex, familial status, and disability.

Title VI of the Civil Rights Act of 1964, As Amended (42 U.S.C. 2000d et seq.). This law prohibits discrimination on the basis of race, color, and national origin in all Federally-assisted programs.

The Age Discrimination Act of 1975, As Amended (42 U.S.C. 6101), and implementing regulations at 24 CFR Part 146. This law prohibits age discrimination based on disability in all programs or activities operated by recipients of Federal financial assistance.

Equal Opportunity in Housing (Executive Order 11063, and Executive Order 12259), and implementing regulations at 24 CFR Part 107. These Executive Orders prohibit discrimination against individuals on the basis of race, color, religion, sex, and national origin in the sale, rental, leasing or other disposition of residential property, or in the use or occupancy of housing assisted with Federal funds.

Title II of the Americans with Disabilities Act (ADA). Title II of ADA prohibits discrimination against persons with disabilities in all programs, activities, and services of a public entity. (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218, and 225)

SECTION 25. DISBURSEMENT OF HOME FUNDS. The Agency may not request disbursement of HOME funds under this agreement until the funds are needed for payment of eligible costs. Unless otherwise approved by the Housing Services Department, payments to the

Agency will be provided on a reimbursement basis. The amount of each request will be limited to the amount needed.

SECTION 26. APPENDICES. All exhibits referenced in this contract, all amendments mutually agreed upon, and modifications made by both parties are hereby incorporated as though fully set forth herein.

Exhibit A: Revised Non-Discrimination & Equal Employment  
Opportunity Statement

Exhibit B: Performance Criteria and Program Description

Exhibit C: Budget

**Power CDC, Inc.  
(the Agency)**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title of Officer

\_\_\_\_\_  
Date

**CITY OF WICHITA, at the Direction of the City Council**

By \_\_\_\_\_  
Carl Brewer, Mayor

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Karen Sublett, City Clerk

\_\_\_\_\_  
Date

Approved as to Form:

\_\_\_\_\_  
Gary E. Rebenstorf, City Attorney  
And Director of Law of the  
City of Wichita

\_\_\_\_\_  
Date

**REVISED NON-DISCRIMINATION AND  
EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM  
REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS**

During the term of this contract, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
- B. Requirements of the State of Kansas:
  - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
  - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
  - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
  - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.
- C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:
1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
  2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
  3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
  4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.



D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

## Exhibit B

### PERFORMANCE CRITERIA AND CONTRACT OBJECTIVES

It is mutually agreed and understood by the City of Wichita and the Agency, hereinafter referred to as the "City" and "Agency," respectively, that execution of this contract obligates the Agency to the following performance requirements.

HOME operating funds in the amount of \$30,900 shall be used for the operating expenses of the Agency. Eligible costs are outlined in 24 CFR Part 92, dated September 16, 1996 as amended, as specifically outlined at 24 CFR 92.208.

#### I. Administration

The Agency's Executive Director will supervise operations and administration on a day-to-day basis. The Agency's Board of Directors is ultimately responsible for program administration.

#### A. Funding

It is mutually agreed by and between the City and the Agency that the total HOME funds available to the Agency will be \$30,900, to provide operational support for HOME-related, single-family housing development activities in the City's Local Investment Areas. Specific use of the funding to be set forth in the sections entitled, Budget and Method of Payment. Funding provided under this contract incorporates the funding application issued in connection with the funding, and the Agency's response, unless superceded by this contract. Equipment purchased with funding provided under this contract must be returned to the City of Wichita for disposition.

#### B. Budget

The City shall pay the Agency as hereinafter set out; the maximum of \$30,900.00 for the program described in this contract. Said funding shall be used as follows:

Professional Services; Salaries Support	<u>\$30,900.00</u>
TOTAL	\$30,900.00

#### C. Method of Payment

The Agency agrees that payments under this contract shall be made according to established budgeting, purchasing and accounting procedures of the City of Wichita and HOME. The Agency agrees that all payments under this contract will be on a reimbursement basis. The Agency shall submit a request for reimbursement on a

monthly basis, by no later than the 30<sup>th</sup> of each month. Upon review of the reimbursement request by the Housing Services Department, the City will proceed to make payment directly to the Agency for all eligible and adequately documented expenses.

1. The City and Agency also agree that the categories of expenditures and amounts are estimates and may vary during the course of the contract. Adjustments between existing budget categories can be made administratively. However, changes greater than \$10,000 must be approved by the City Council.
2. The Agency will ensure all costs are eligible according to the approved budget. The original documentation supporting any expenditures made under this agreement will be retained in the Agency's files for five (5) years after the final audit of expenditures made under this contract and throughout the applicable period of affordability. Documentation of eligible costs will include, but is not limited to: vendor invoices, purchase orders, receipts and payroll records. The City shall retain all such documentation for audit purposes.
3. A maximum of 1/12 of the budgeted amount for salaries will be paid out per month for salaries expenses.
4. The Agency may request a cash advance in the amount of no more than 1/12 of the total amount of the contract. Cash advances will be deducted from the total amount of funding provided under this contract.

D. Records and Reports

1. Records shall be maintained documenting performance to be indicated in an annual report. Records are subject to review by the City.
2. **The Agency will provide, for the year ending June 30 of each year, beginning June 30, 2009, and for each year this contract is in effect, an annual report of the HOME funded portion of the program.** The report will consist of a narrative or other description of activities undertaken during the year. Said report shall be due on **July 10** of each year during the contract term.
3. The **Agency** will maintain records documenting receipts of program income and expenditures of the same. Records shall be maintained valuing in-kind services, and donated goods and services, to be reported in the same manner as other annual reports, for a period of 5 years, following the expiration of this contract.

II. Other Program Requirements

- A. The Agency shall comply with the applicable provisions of OMB Circular A-110, Attachment F, Standards for Financial Management Systems, requiring independent

financial and programmatic audits not less frequently than every two years. In addition to the financial and programmatic audit, the audit shall indicate whether the organization has complied with laws and regulations that may have a material effect on its financial statements and on each Federal assistance program reviewed. Other federal requirements may apply, as outlined in Section 18 of this contract.

### III. Program Evaluation

The City shall evaluate this project based on the objectives stated in Section I.B. of this Exhibit. Failure by the Agency to provide the level of service stated herein may result in a determination by the City to modify the level of payment to the Agency on a pro rata basis with level of service. The Agency records are subject to review by the City to ensure the accuracy and validity of information reported in monthly progress reports.

**BUDGET**

Professional Services; Salaries Support	<u>\$30,900.00</u>
TOTAL	\$30,900.00

**City of Wichita**  
**City Council Meeting**  
November 18, 2008

**TO:** Mayor and Members of the City Council

**SUBJECT:** Grant Application for Environmental Projects to Promote Healthy Communities for Active Aging - (All Districts)

**INITIATED BY:** Environmental Services Department  
Parks and Recreation Department  
City Manager's Office

**AGENDA:** Consent

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**Recommendations:** Approve the grant application and award, if received.

**Background:** The Environmental Protection Agency (EPA) has announced a grant program to fund \$200,000 grants for two communities that 1) train older adults to be environmental leaders and 2) demonstrate how greenways and sustainable streets can improve the environment, human health and the quality of life.

If approved, this grant funding will allow the City to meet a key Visioneering Wichita Quality of Life objective - to be a healthy, safe community by embracing our older adult citizens as a community resource for history, education, employment, and other aspects of community life. Several City initiatives that the funding would support include:

- Heart of Wichita – neighborhood improvement services enhancing the livability of Wichita neighborhoods;
- Air Quality Ozone Reduction Resolution - finding solutions to reduce air pollution and protect the well being of the community;
- Community Education – multigenerational programming for diverse citizenship through partnerships and utilization of community resources;
- Stormwater Management Program - develop programs to evaluate and encourage permanent Best Management Practices in neighborhoods as required by the City's Stormwater Permit; and
- Park, Recreation & Open Space Plan - provide neighborhood-oriented services that build community connections, enhance neighborhood identity, and create community livability.

The grant educational aspects will also meet the air and water quality criteria mandated by EPA and the Kansas Department of Health and Environment (KDHE).

**Analysis:** This grant opportunity fits very well with many programs the City currently provides. The WATER Center already has a strong environmental education program. Environmental Services is limited in the number of program presentations. This program would provide resources to train seniors in environmental education, programs and leadership. Seniors could provide a staff function to increase education opportunities for schools, civic groups, and the general public. Also, seniors enrolled in the Citizen's Academy, could take an additional environmental education leadership course funded by this grant, and serve as advocates for the Metropolitan Area Planning Commission or the District Advisory Boards. Environmental Services will work with Parks and Recreation and the City Manager's Community Education Office as well as with Sedgwick County Department of Aging and Sedgwick County Health Department to develop the education curriculum as well as to manage the program.

It is also planned that a portion of the grant monies will be used to fund and implement a community garden initiative that would be located in a neighborhood that is comprised of senior citizens. This could help seniors with exercise and nutrition. Funds could be used for temporary fencing, irrigation and tools. This community garden would serve as a demonstration project for other senior citizen communities in Wichita. Seed money from the grant could be awarded to interested citizens in the form of a mini-grant.

**Goal Impact:** Enhance Quality of Life by educating citizens to take leadership roles in reducing air and water pollution and conservation concepts to protect the City of Wichita's natural resources as well as nutritional and exercise benefits for the elderly population involved in gardening.

**Financial Considerations:** The Environmental Services Department is requesting EPA provide funding of \$200,000 to provide senior environmental leadership training and planting community gardens. The grant does **not** require matching funds, although existing staff and site resources will be used to assist program implementation.

**Legal Considerations:** The Law Department has reviewed and approved documents as to form.

**Recommendation/Actions:** It is recommended the City Council approve the grant application, the grant award and authorize the necessary signatures.

**Attachment:** Grant Application.

City of Wichita  
City Council Meeting  
November 18, 2008

**TO:** Mayor and City Council

**SUBJECT:** Aquifer Storage and Recovery Phase II - Supplemental Agreement

**INITIATED BY:** Wichita Water Utilities

**AGENDA:** Consent

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**Recommendation:** Approve Supplemental Agreement No. 1 with CH2MHill to complete geochemistry evaluation services associated with the Integrated Local Water Supply Plan implementation.

**Background:** On July 10, 2007, the City Council approved and instructed staff to proceed with the projects necessary for Phase II of the Equus Beds Aquifer Storage and Recovery (ASR) Project. On June 24, 2008, City Council approved the Contract with CH2MHill to provide design services for process and control and SCADA implementation, process validation workshop participation and well technical advisory services. Supplemental Agreement No. 1 is associated with the well technical advisory services.

**Analysis:** Due to the scale of the ASR Phase II Project, a careful analysis of the compatibility of the groundwater, the groundwater matrix and the water to be injected is warranted to identify adverse geochemical changes. These changes could occur in the aquifer during current and future ASR operations. The Supplemental Agreement will include the review of existing data, additional water quality sampling, evaluation of the aquifer matrix, geochemical modeling and the preparation of the Technical Memorandum.

**Financial Consideration:** The total cost for the Supplemental Agreement is \$70,394. Funding is available in CIP W-549, Water Supply Plan, ASR Phase II.

**Goal Impact:** The technical evaluation services will help to ensure efficient infrastructure by assisting in the development of water supplies.

**Legal Considerations:** The Supplemental Agreement has been reviewed and approved as to form by the Law Department.

**Recommendations/Actions:** It is recommended that the City Council approve the Supplemental Agreement and authorize the necessary signatures.

**Attachments:** Supplemental Agreement for Professional Services.



SUPPLEMENTAL AGREEMENT NO. 1

TO THE

AGREEMENT FOR PROFESSIONAL DESIGN SERVICES – WELL TECHNICAL  
ADVISORY SERVICES

BETWEEN

THE CITY OF WICHITA, KANSAS HEREINAFTER CALLED “CITY”

AND

<sup>INC.</sup>  
CH2MHILL, HEREINAFTER CALLED “CONSULTANT”

FOR

GEOCHEMISTRY EVALUATION SERVICES ASSOCIATED WITH INTEGRATED  
LOCAL WATER SUPPLY PLAN IMPLEMENTATION

**WITNESSETH:**

WHEREAS, there now exists a agreement between the two parties covering professional design services for process control and SCADA implementation, process validation workshop participation, and well technical advisory services to be provided by the CONSULTANT in conjunction with the implementation of the Integrated Local Water Supply Plan.

WHEREAS, Paragraph VI.C. of the above referenced Agreement provides that additional services not covered by the original scope of the agreement and additional compensation be paid on the basis of a Supplemental Agreement duly entered into by the parties, and

WHEREAS, it is the desire of both parties that the CONSULTANT provide additional services required for the PROGRAM and receive additional compensation (as revised herein):

NOW THEREFORE, the parties hereto mutually agree as follows:

**A. PROJECT DESCRIPTION**

Due to the scale of the Aquifer Storage and Recharge (ASR) Phase II Program, part of the Integrated Local Water Supply Plan, a careful analysis of the compatibility of the groundwater, the aquifer matrix, and the water to be injected is warranted to identify adverse geochemical changes that could occur in the aquifer during current and future

ASR operations. CONSULTANT will undertake an initial geochemical analysis. The scope and estimated costs for the geochemistry evaluation is outlined below.

**1. Existing Data Review**

**\$3,918**

- a. Compile the most recent groundwater chemistry sampling data for each of the existing wells at the 26 new ASR locations.
- b. Select up to 4 wellfield locations to conduct the geochemical evaluation.
- c. Obtain from CDM water chemistry data for the water treatment plant effluent to be used for recharge.
- d. Review existing groundwater chemistry data from existing wells to determine if sufficient water chemistry data are available to be used in the evaluation. The water chemistry data that is needed includes chemical analyses for the parameters listed below:
  - i. Field Parameters
    1. Temperature
    2. pH
    3. Specific conductance
    4. Dissolved Oxygen
    5. Oxidation-reduction potential
    6. Residual Chlorine
  - ii. Laboratory Parameters
    1. Major Cations (calcium, magnesium, sodium, potassium, ammonia)
    2. Major Anions (alkalinity, sulfate, chloride, fluoride, nitrate, TKN, orthophosphate)
    3. Minor constituents (silica, aluminum, dissolved iron, dissolved manganese)
    4. Residual chlorine
    5. Specific conductance
    6. pH
    7. Total Suspended Solids (TSS)
    8. Total Organic Carbon (TOC)

**2. Collect Additional Water Quality Data**

**\$7,177**

- a. Obtain missing water chemistry data for the native groundwater at the 20 selected sites.
- b. Costs for the water quality analysis at 20 selected sites are included. The following parameters will be analyzed:
  1. Ammonia
  2. TKN
  3. Total Suspended Solids
  4. Total Organic Carbon

5. Residual Chlorine

- c. CITY staff or Burns & McDonnell to collect field parameters using a closed, flow-thru cell, field analytical instrument at 20 sites under CONSULTANTS direction. The rental cost of the flow-thru cell has been included in CONSULTANTS cost. The following field parameters will be analyzed:
  - 1. Temperature
  - 2. pH
  - 3. Specific conductance
  - 4. Dissolved Oxygen
  - 5. Oxidation-reduction potential
  - 6. Residual Chlorine

**3. Evaluate Aquifer Matrix**

**\$26,515**

- a. Core samples are to be obtained at the 4 selected sites. Costs include a one-day field visit by CONSULTANTS senior technologist.
- b. Up to 12 core samples from the 4 sites will be selected and analyzed. The following parameters will be analyzed:
  - 1. X-ray mineralogy (whole rock and clays)
  - 2. Acid insoluble residue
  - 3. Specific gravity
  - 4. Sieve analysis (grain size)
  - 5. Grain density
  - 6. Porosity
  - 7. Permeability (horizontal and vertical)
  - 8. Cation exchange capacity plus base exchange ions
  - 9. Scanning Electron Microscopy (SEM) plus Energy Dispersive X-ray Fluorescence (EDX)
  - 10. Thin section analysis
  - 11. Core photographs and descriptions

**4. Geochemical Modeling**

**\$25,138**

- a. Prepare an initial evaluation of the potential geochemical reactions that could occur when mixing the native groundwater with the recharge water, and when exposing the mixture to the aquifer matrix using the groundwater quality and the estimated water quality from the future WTP. Present these initial findings in a Draft Preliminary Technical Memorandum.
- b. Prepare a revised evaluation of the potential geochemical reactions that could occur after receiving the mineralogical analyses from the core lab.
- c. Depending on the potential chemistry issues (such as iron and arsenic), PHREEQE and/or Geochemist's Workbench reactive path model will be

used to evaluate the geochemical reactions. Geochemist's Workbench software provides a more robust geochemical model than PHREEQE and includes the equilibrium phases produced by PHREEQE. CONSULTANTS geochemist will select the appropriate model to use after reviewing the water quality and mineralogy analyses.

<b>5. Prepare Technical Memorandum</b>	<b>\$7,646</b>
<b>Total:</b>	<b>\$70,394</b>

**B. PAYMENT PROVISIONS**

Payment to the CONSULTANT for the performance of the services described by this supplemental agreement shall be in accordance with Section VI of the original Agreement, and shall not exceed the amount designated in this Supplemental Agreement.

**C. PROJECT SCHEDULE**

The project will require 20 weeks to complete from date of supplemental agreement.

**D. PROVISIONS OF THE ORIGINAL AGREEMENT**

The parties hereunto mutually agree that all provisions and requirements of the existing Agreement, not specifically modified by this Supplemental Agreement, shall remain in full force and effect.

IN WITNESS WHEREOF, the CITY and the CONSULTANT have executed this  
Supplemental Agreement No. 1 as of this \_\_\_\_\_ day of  
\_\_\_\_\_ in the year \_\_\_\_\_.

CITY OF WICHITA

By: \_\_\_\_\_  
Carl Brewer, Mayor

ATTEST:

By: \_\_\_\_\_  
Karen Sublett, City Clerk

APPROVED AS TO FORM

By: \_\_\_\_\_  
Gary Rebenstorf, Director of Law

CH2M Hill, Inc.

By: 

Title: Designated Manager



**City of Wichita  
City Council Meeting  
Agenda Report No.  
November 18, 2008**

**TO:** Mayor and City Council Members

**SUBJECT:** Street Maintenance Funds Transfer (All Districts)

**INITIATED BY:** Department of Public Works

**AGENDA:** Consent

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**Recommendation:** Approve the transfer of funds.

**Background:** The 2008 Street Maintenance budget was appropriated \$970,540 in its commodities budget for asphalt, concrete, crack sealing material, road gravel, tools, personal safety items, barricades, miscellaneous fuel, etc. The rapidly escalating cost of materials coupled with the rising costs of transporting those materials has depleted our commodities funds.

There are currently approximately \$70,000 in outstanding invoices and pending tickets that must be paid and the current balance in the commodities portion of the budget is around \$15,000. In addition, two months still remain for crews to perform necessary street maintenance.

**Analysis:** With pending invoices and outstanding orders for materials, the 2008 Street Maintenance commodities budget is over expended by approximately \$55,500. An immediate budget transfer is needed to pay for these materials and provide funds to continue operations through year-end.

It is requested that \$200,000 be approved for transfer to the commodities portion of the Street Maintenance budget to cover outstanding invoices, and provide the resources to keep crews on the job through year-end. Funds will be transferred on an as-needed basis.

**Financial Considerations:** Funds are available in the personal services portion of the Street Maintenance budget.

**Goal Impact:** This budget transfer will support the Efficient Infrastructure Goal by providing dependable, passable highways and streets.

**Legal Considerations:** All budget adjustments over \$25,000 require Council approval.

**Recommendation/Action:** It is recommended that the City Council approve up to \$200,000 for transfer into the 2008 Street Maintenance commodities budget with funds to be transferred by budget adjustments on an as-needed basis.

City of Wichita  
City Council Meeting  
November 18, 2008

**TO:** Mayor and City Council

**SUBJECT:** Management Agreement (Finney State Office Building) (District I)

**INITIATED BY:** Office of Urban Development

**AGENDA:** Consent

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**Recommendation:** Approve the management agreement.

**Background:** Beginning in 1990, the City of Wichita and Sedgwick County worked together to consolidate eleven State agencies into one office complex located in the downtown area, in the former Dillard's department store building at Broadway and William, now known as the Finney State Office Building. On January 20, 1993, City Council authorized the Wichita Public Building Commission ("PBC") to issue Revenue Bonds in the amount of \$18,620,000, for the purpose of acquiring, constructing, furnishing and equipping the old Dillard's facility and related parking facilities for use by the State of Kansas to consolidate all State offices to downtown Wichita.

The City and the County negotiated a lease agreement between the State of Kansas and the PBC ("State Lease"), providing a schedule of building lease payments, operating lease payments and parking payments that are fixed for the full 20-year term of the lease. The City and County also entered into a "wrap-around" lease agreement with the PBC ("City/County Lease") which assigned to the City the obligation to provide management for the building. The State of Kansas is requesting to take over the management and operating responsibilities.

**Analysis:** Since 1994, the City has managed the building under the terms of the State Lease and the City/County Lease. Under the terms of the lease, the City is responsible for the management of the building with the right to contract with a third party for management services. There is no provision that prevents the State from being the third party. City and State staff have negotiated an agreement including conditions that the City retains the right to inspect the facility at any time, including a joint inspection within 30 days of approval and annual inspections thereafter. The management agreement does not apply to the parking facilities; the City will retain the management of the parking garage and surface lot.

**Financial Considerations:** Payment of the operating and leasehold expenses by the State to the City will continue; however, the City will remit the operating portion back to the state on a monthly basis.

**Goal Impact:** Core Area and Neighborhood. Retention of major employers and tenants in the core area is important to the strength and revitalization of Wichita's downtown area.

**Legal Considerations:** The term of the agreement will coincide with the State Lease and terminate in 2014. The City Attorney's Office has approved the management agreement as to form.

**Recommendations/Actions:** It is recommended that the City Council approve the management agreement for the State Office Building and authorize the necessary signatures.

**Attachments:** Management Agreement

## **PROPERTY MANAGEMENT AGREEMENT**

THIS AGREEMENT is entered this \_\_\_\_ day of \_\_\_\_\_, 2008 by and between The City of Wichita, Kansas (City) and the State of Kansas, Department of Administration, (State) for the management of the Wichita (Finney) State Office Building, 130 South Market, Wichita, Kansas 67202, and parking facilities to include the parking garage at 121 S. Emporia, the employee surface lot at 214 S. Broadway, and the visitor lot at 321 E. William, Wichita (WSOB); and

WHEREAS, on November 12, 1992 the Wichita Public Building Commission (WPBC) entered a Lease with the State of Kansas through the Secretary of Administration for the WSOB (State Lease). Said State Lease has been amended twice. A copy of this lease is attached hereto as Exhibit A; and

WHEREAS, in Sec. 6.10 of the State Lease the WPBC (Landlord) is to be responsible for the management of the Parking Facility and may enter into contracts with others regarding the actual management of the Parking Facility; and

WHEREAS, in Sec. 8.1 of the State Lease the WPBC (Landlord) is to provide a property manager for the complex; and

WHEREAS, on March 1, 1993 the WPBC and The City of Wichita, Kansas and Sedgwick County, Kansas entered a Lease Agreement for additional space in the WSOB (City/County Wraparound Lease). A copy of this lease is attached hereto as Exhibit B; and

WHEREAS, in Sec. 7.1 of the City/County Wraparound Lease the WPBC assigned to the City its obligation in the State Lease to provide a property manager for the parking facility and office complex; and

WHEREAS, in Sec. 7.2 of the City/County Wraparound Lease it was stated that it shall be the City's duty and obligation under the above assignment to contract with, hire, and provide a property manager for the parking facility and office complex; and

WHEREAS, it is the City's intent through this Property Management Agreement to retain the State as the property manager for the WSOB.

IT IS THEREFORE MUTUALLY AGREED as follows:

1. State agrees to provide property management services for the WSOB. The State shall be responsible for the day to day management and supervision of the complex. The State



agrees to provide sufficient maintenance, repair, and decision-making personnel to promptly serve the occupants of the WSOB, and to maintain and protect the facility and its equipment. The State agrees to follow good engineering and maintenance practices which include cost effective measures in the repair, maintenance or replacement of equipment. These services include janitorial and elevator service, as well as the upkeep of heating, air conditioning, ventilation, plumbing, electrical, and other systems, to include boilers, air conditioning units, light bulb replacement, and the security lights. The State will also maintain the roof, windows, the exterior walls, pavement, sidewalks and all other items required for the use of the complex.

State further agrees to keep maintenance logs for major pieces of equipment, and to allow the City to inspect the premises at any time during regular business hours.

Both parties agree that within 30 days after the final approval of this Agreement a joint inspection by both parties will take place to record a baseline condition of the WSOB and its equipment. An annual joint inspection thereafter will take place to document the condition of the WSOB and its equipment relative to its baseline condition.

The State further agrees to notify the City when the equipment is to be opened for repair in order to allow the City to be present and observe the interior of said equipment. The City agrees to provide the State all existing WSOB maintenance records and correspondence related thereto.

State agrees to pay for all utilities serving the WSOB, with the exception that the City will pay utilities for the Career Development Office. The parties note there are not separate water meters for the parking garage where the Career Development Office is located. The City agrees to pay 75% of the total charges on the water bill and the State agrees to pay 25%.

2. In consideration for the State's providing the services mentioned in paragraph 1 above, the City agrees to pay the State a monthly sum equal to the actual amount of operating expenses paid by the State pursuant to Sec. 5.6, 7.2, 7.3 or any other applicable provision

of the State Lease (Exhibit A). All payments to the State will be due the 15<sup>th</sup> of each month following the payment of operating expenses by the State under the State Lease. The State agrees that that portion of the operating expenses used by the WPBC or the City to pay premiums for insurance coverage required in the State Lease shall be invoiced by the City and paid by the State. The WPBC or the City will continue to be responsible for paying the premiums required for the insurance coverage called for in the State Lease. The State further agrees that that portion of the operating expenses used by the WPBC or the City to pay for parking management services for the WSOB complex shall be invoiced by the City and paid by the State. The WPBC or the city will continue to be responsible for paying for parking management services for the WSOB complex. The State further agrees that the City may invoice the State for bank trustee fees paid by the City as required by the State Lease.

3. The City agrees to provide the State with copies of service contracts they currently maintain for the WSOB, and to allow the State to negotiate with their current vendors to provide continued service directly to the State. The City further consents to the assignment of any existing contracts to the State, should the State wish to continue the contractual services.
4. Both parties agree that this document does not change any provision of the attached leases, and they will remain in full force and effect.
5. The State agrees to comply with all applicable federal, state, and local laws and regulations related to the operation and maintenance of the WSOB, to include laws relating to environmental hazards.
6. The State shall promptly pay vendors providing supplies and services for the WSOB and shall not allow mechanics' liens to become an encumbrance on the WSOB. Should the State dispute the underlying debt that forms the basis of a mechanics' lien, the State is authorized to contest said lien.
7. In the event performance of the State's duties and obligations under this Agreement are prevented or interrupted by causes beyond its control, the State's performance of its

contractual obligations shall be excused during the period its ability to perform is prevented or interrupted.

Should the WSOB be damaged or destroyed and the premises become uninhabitable, the State's duties under this agreement shall be excused until such time as the premises can again be occupied.

The City shall have no obligation for payment to the State when the State's ability to perform is prevented or interrupted as discussed in this paragraph.

8. The term of this Agreement will coincide with the State Lease and remain effective until the State Lease expires. Either party may terminate this Agreement with six months advance written notice to the other party.
9. Both the State and the City agree to the following items:
  - a. They shall observe the provisions of the Kansas act against discrimination and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, national origin or ancestry;
  - b. in all solicitations or advertisements for employees, they shall include the phrase, "equal opportunity employer," or a similar phrase to be approved by the Kansas Human Rights Commission;
  - c. if they fail to comply with the manner in which they report to the commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, they shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part;
  - d. if they are found guilty of a violation of the Kansas act against discrimination under a decision or order of the commission which has become final, they shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part; and

- e. they shall include the provisions of subsections (a)(1) through (4) in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

Executed by the parties as follows:

THE CITY OF WICHITA, KANSAS

THE STATE OF KANSAS,  
DEPARTMENT OF ADMINISTRATION

\_\_\_\_\_  
By: Carl Brewer, Mayor

\_\_\_\_\_  
By: Duane A. Goossen,  
Secretary of Administration

ATTEST:

\_\_\_\_\_  
Karen Sublett, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Gary E. Rebenstorf, City Attorney

#31001

City of Wichita  
City Council Meeting  
November 18, 2008

**TO:** Mayor and City Council

**SUBJECT:** Resolution of Support for Salina Foreign Trade Zone

**INITIATED BY:** Office of Urban Development

**AGENDA:** Consent

---

**Recommendation:** Approve the Resolution.

**Background:** Foreign Trade Zones (“FTZ”) are areas within the United States where foreign and domestic goods are not considered to be within U.S. Customs Territory. Users are thereby exempt from paying duty or federal tax while goods remain in the zone or are exported. A General Purpose Foreign Trade Zone (“General Zone”) usually is located at an industrial park, port authority, or adjacent to an airport.

Under FTZ procedures, foreign and domestic merchandise may be admitted into zones for operations such as storage, exhibition, assembly, manufacture and processing, without being subject to formal Customs entry procedures, the payment of Customs duties, or the payment of federal excise taxes.

When merchandise is removed from a foreign-trade zone, Customs duties may be eliminated if the goods are then exported from the United States. If the merchandise is formally entered into U.S. commerce, Customs duties and excise taxes are due at the time of transfer from the foreign-trade zone.

Foreign Trade Zone Number 161 (“FTZ 161”) is administered by Sedgwick County and offers qualifying businesses within the County to take advantage of the tax benefits. Subzones for company-specific benefit exist in El Dorado for Frontier Refinery and McPherson for Hospira Pharmaceuticals. Salina Airport Authority is now requesting establishment of a General Zone which will benefit multiple business users in the Salina area.

**Analysis:** Sedgwick County holds the license to operate FTZ 161; expansion of the Subzones and establishment of General Zones is allowable under the license, subject to County and FTZ/U.S. Department of Commerce approval. Salina Airport Authority has prepared an application to create a General Zone at the Salina Municipal Airport. The Authority has requested a letter of support from the City of Wichita to accompany the application to Sedgwick County and the Federal Foreign Trade Zone Board. Various governmental entities from the region are also submitting letters in support of the expansion. Sedgwick County officials responsible for FTZ operations have expressed support for the Salina application.

**Financial Considerations:** There are no financial considerations.

**Goal Impact:** Economic Vitality and Affordable Living. Support for regional communities and increased trade activity allows Kansas to remain competitive in the global marketplace.

**Legal Considerations:** The City Attorney’s Office has approved the resolution as to form.

**Recommendation/Actions:** Approve the resolution of support for the Salina Foreign Trade Zone and authorize the necessary signatures.

**Attachments:** Resolution

RESOLUTION NO. 08-532

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, SUPPORTING THE GENERAL PRUPOSE ZONE MAJOR BOUNDARY MODIFICATION OF FOREIGN TRADE ZONE NO. 161 TO INCLUDE AREAS OF THE SALINA MUNICIPAL AIRPORT AND SALINA AIRPORT INDUSTRIAL CENTER;

WHEREAS, Sedgwick County is Grantee of Foreign Trade Zone No. 161; and the current General Purpose Zone consists of the 280-acre Garvey Industrial Park in Wichita, Kansas; and

WHEREAS, approximately 2,722.39 acres of airport and industrially zoned property known as the Salina Municipal Airport and Airport Industrial Center is owned by the Salina Airport Authority and contains an existing, occupied 14,000 square foot administration building located at 3237 Arnold Ave., City of Salina, County of Saline and State of Kansas; and

WHEREAS, after due deliberation; Sedgwick County, Grantee of Foreign Trade Zone No. 161, has determined to file an Application for General Purpose Zone Major Boundary Modification; and

WHEREAS, The FTZ General Purpose Foreign Trade Zone Major Modification Application also supports the Hawker Beechcraft Corporation efforts to obtain FTZ subzone status for its Salina Division manufacturing facilities and Hawker Beechcraft's corporate office and primary manufacturing facilities are located in Sedgwick County; and

WHEREAS, the inclusion of this proposed General Purpose Zone Major Modification of Site 4 at the Salina Municipal Airport and Airport Industrial Center would then bring the total acreage of the General Purpose Zone of Foreign Trade Zone No. 161 to 3,002.39 acres; and

WHEREAS, the expansion will permit Sedgwick County, as Grantee of Foreign Trade Zone No. 161, to meet its mandate to provide consistent professional support to assist companies throughout the entire central Kansas region to compete more effectively in the international marketplace;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AS FOLLOWS:

Section 1. The City of Wichita supports the expansion of the Sedgwick County Foreign Trade Zone No. 161 to include areas of the Salina Municipal Airport and Salina Airport Industrial Center.

Section 2. The City of Wichita requests expedited approval from the United States Foreign Trade Zone Board of the General Purpose Zone Major Modification Application.

Section 3. The City of Wichita is committed to American competitiveness and views the Foreign Trade Zone No. 161 Major Modification Application as an integral element in regional trade development.

ADOPTED by the governing body of the City of Wichita, Kansas this 18<sup>th</sup> day of November, 2008.

CITY OF WICHITA, KANSAS

\_\_\_\_\_  
Carl Brewer, Mayor

[SEAL]

ATTEST:

\_\_\_\_\_  
Karen Sublett, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Gary E. Rebenstorf, City Attorney

**CITY OF WICHITA**  
**City Council Meeting**  
November 18, 2008

**TO:** Mayor and City Council Members

**SUBJECT:** Donation of Property Near 33<sup>rd</sup> Street North and Jackson (District VI)

**INITIATED BY:** Office of Property Management

**AGENDA:** Consent

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**Recommendation:** Accept the donation.

**Background:** Wichita Habitat for Humanity has offered to donate a lot in their Habitat Village residential development near 33<sup>rd</sup> and Jackson for use as a neighborhood park. The lot, at 3338 North Jackson, has 7,059 square feet. The Park Board reviewed the donation and voted to recommend acceptance.

**Analysis:** Habitat has developed the property with play equipment, a mini-basketball court, landscaping, etc. The improvements will be included in the donation. The parcel will provide recreational opportunities for youth in the new development and surrounding neighborhoods.

**Financial Considerations:** There will be minimal maintenance costs due to the nature of the property. These will be paid for out of the Park Department's operating budget. There are currently no special assessments associated with the property.

**Goal Impact:** Acceptance of this donation will assist the City in meeting future infrastructure and quality of life needs in the area.

**Legal Considerations:** The Law Department has approved the deed as to form.

**Recommendation/Action:** It is recommended that the City Council; 1) Accept the donation; and 2) Authorize all necessary signatures.

**Attachments:** Deed, plat map

## **KANSAS WARRANTY DEED**

**Grantor(s): Wichita Habitat for Humanity, Inc. Corporation  
Post Office Box 114, Wichita, Kansas 67201-0114**

CONVEYS AND WARRANTS TO

**Grantee: The City of Wichita, a Municipal Corporation  
455 N Main, Wichita, KS 67202**

In consideration of One Dollar and other valuable consideration, the receipt of which is hereby acknowledged, the Grantors(s) GRANT, BARGAIN, SELL AND CONVEY to Grantee(s), the following described premises, to wit:

**Lot 12, Block C, Savina 5<sup>th</sup> Addition, Wichita, Sedgwick County, Kansas**

Subject to all easements, restrictions, reservations and covenants, if any, now of record

The Grantor(s) hereby covenanting that the Grantor(s), their heirs, successors and assigns, will WARRANT AND DEFEND the title to the premises unto the Grantee(s), their successors and assigns against the lawful claims of all persons whomsoever, excepting however general taxes for the current calendar year and thereafter, and the special taxes becoming a lien after the date of this deed.

Dated: \_\_\_\_\_

**Wichita Habitat for Humanity, Inc. a Corporation**

\_\_\_\_\_  
By: Linda Stewart, Executive Director



STATE OF KANSAS            )  
  ) ss.  
COUNTY OF SEDGWICK    )

This instrument was acknowledged, before me this\_\_\_\_\_day of\_\_\_\_\_ 2008, by Linda Stewart, Executive Director of Wichita Habitat for Humanity, Inc. , aK corporation, for and on behalf of said corporation.

\_\_\_\_\_  
Notary Public  
My appointment expires: \_\_\_\_\_

3338 N. Jackson Ct.

**SAVINA 5TH  
WICHITA, SEDGWICK**

**ADDITION  
COUNTY, KANSAS**

We, Boxington Company, P.A., Surveyors of Sedgewick County, Kansas, do hereby certify that we have surveyed the property described as follows: SANITA 5TH ADDITION, within Sedgewick County, Kansas, the accompanying plat is a true and correct exhibit of the property surveyed, described as a portion of Lot 1, Sanita 4th Addition, within Sedgewick County, Kansas.

Existing public easements and dedications being vacated by virtue of K.S.A. 12-612(b).

Brighton Canyon

Michael G Carney

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the undersigned, have caused the land in the surveys certificate to be plotted into Lots, Blocks, and Streets, and Reserves to be known as "TOWN OF ALBANY", Wichita, Sedgewick County, Kansas. The drainage purposes and the utility easements are hereby granted as indicated for drainage purposes and for the construction and maintenance of all public utility. The street, drainage, and utility easements are hereby granted as indicated for street related purposes for drainage purposes, and for construction and maintenance of all public utilities. The streets are hereby dedicated to and for the use of the public. Reserve "A" is her reserved for open space, landscaping, drainage purposes, utilities, entry monuments and streets. Reserve A shall be owned and maintained by the owner of Lot 5, Block 12. Access control shall be as specified on face of the plot and are hereby granted to the City of Wichita, Kansas

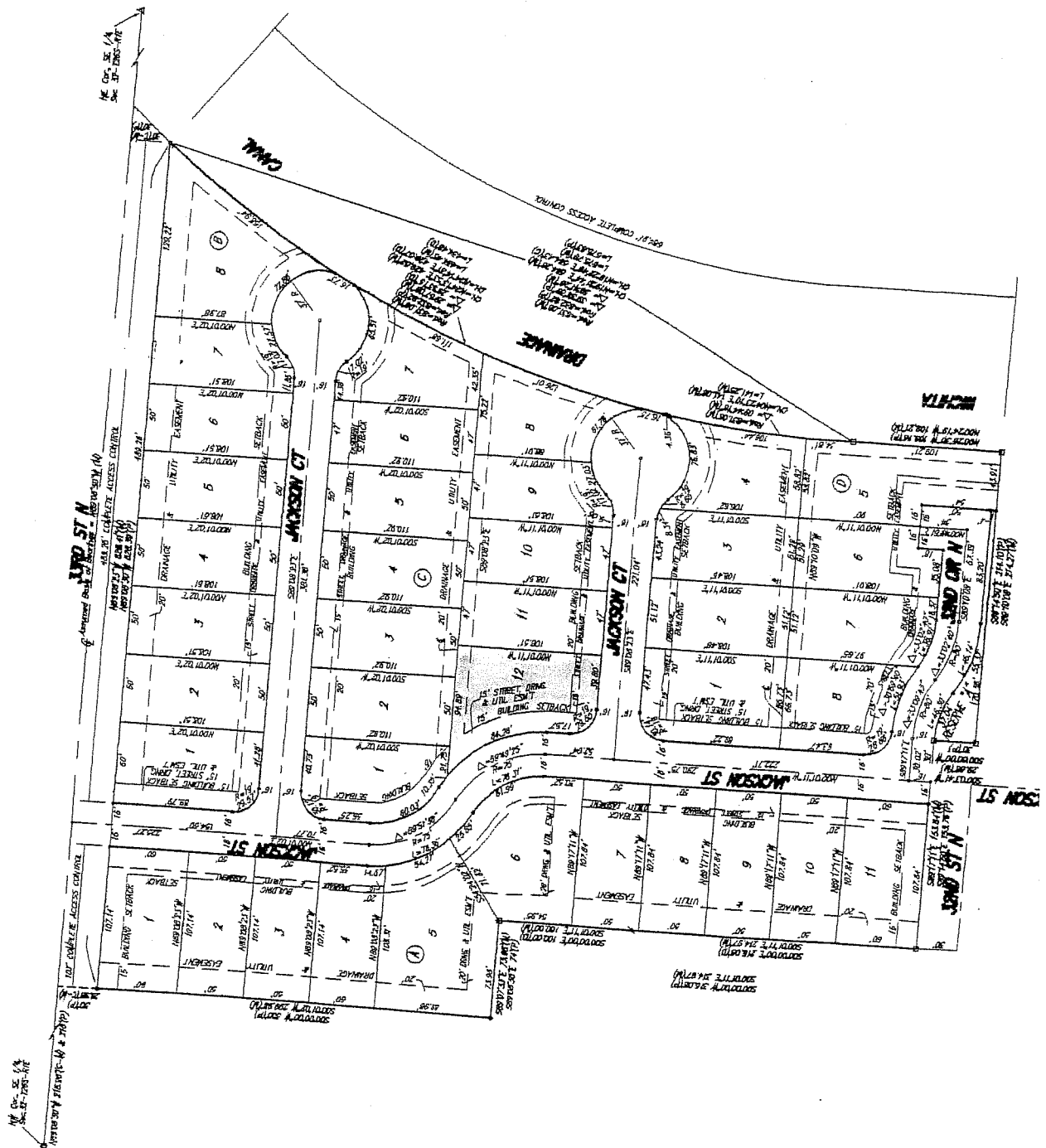
Michael Hobbes for Humanity Inc.

Linda Stepiant Executive Director

The foregoing instrument acknowledged before me, this \_\_\_\_\_ day of \_\_\_\_\_, 2007, by Lkhov Stepanov, Executive Director, of Michito Habitat for Humanity, Inc. on behalf of the corporation.

My App's Exp

Notary Public



**CITY OF WICHITA**  
**City Council Meeting**  
November 18, 2008

**TO:** Mayor and City Council Members

**SUBJECT:** Dedication of Temporary Construction Easement (District V)

**INITIATED BY:** Office of Property Management

**AGENDA:** Consent

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**Recommendation:** Approve the dedication.

**Background:** The subject parcel consists of approximately 75 acres and is owned and operated by the City's Water Utilities. It is the desire of LaFarge NA, Inc to obtain a temporary construction easement across the most northwestern portion of the parcel for the installation of underground utilities between their two sites. The proposed easement area is 4,791 square feet, or about one-tenth of an acre. The area in the northwestern portion of the parcel is comprised of trees and native grass.

**Analysis:** The proposed temporary construction easement does not interfere with the City's continued use of the site. LaFarge will be responsible for securing the site during construction and site restoration.

**Financial Considerations:** The City will continue to maintain ownership of the subject parcel during and after the use of the construction easement.

**Goal Impact:** The granting of this easement assists in the Efficient Infrastructure goal of providing reliable utilities.

**Legal Considerations:** The Law Department has approved the easement as to form.

**Recommendation/Action:** It is recommended that the City Council: 1) Authorize the necessary signatures.

**Attachments:** Aerial maps and Temporary Construction Easement.

## TEMPORARY CONSTRUCTION EASEMENT

THIS EASEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2008 by and the City of Wichita, Kansas, a municipal corporation, herein referred to as "Grantor", and LaFarge North America, Inc, a Kansas corporation, herein referred to as "Grantee(s)".

WITNESSETH: That the said Grantor, in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, do hereby grant and convey unto the said Grantee a temporary right-of-way and easement for the purpose of constructing utility improvements and associated site work over, along and under the following described real estate situated in Sedgwick County, Kansas, to wit:

A tract of land in the NE ¼ of Section 2, Township 27S, R1W of the City of Wichita, Sedgwick County, Kansas, such tract described as: Commencing at the NW ¼ of the NE ¼, thence S a distance of 30 feet along the ¼ section line to the point of beginning: thence S 100 feet along the ¼ section line, thence NELY a distance of 141.42 feet to a point 100 feet E of the point of beginning; thence W 100 feet to the point of beginning.

The Grantee shall be responsible for the removal of all debris created by the above described work, including but not limited to tree stumps, branches, broken concrete and leftover construction material. Grantee shall replace any fence that is removed and or damaged due to the construction. In addition, Grantee will provide such barriers as deemed necessary during construction to prevent access to the remainder. Upon completion of construction, Grantee shall level the site and reseed the area to match the rest of the site.

The Grantee hereby covenants and agrees to indemnify, protect, and save harmless the Grantor, its successors and assigns, of, from, against and in respect of all liabilities, losses, claims, damages, punitive damages, causes of action, lawsuits, demands, judgments, settlement payments and costs and expenses (including without limitation reasonable attorney's fees and disbursements of every kind, nature and description) caused by or arising out of the use of the premises by the Grantee, its employees, agents or contractors.

The Grantee is hereby granted the right to enter upon said premises at any time for the purpose of constructing utility improvements and associated site work for a period not to exceed one year from the date above written or three months of the completion of the project, whichever is sooner.

IN WITNESS WHEREOF: Grantor(s) have signed these presents the day and year first written.

**THE CITY OF WICHITA, KANSAS, A MUNICIPAL CORPORATION:**

---

STATE OF KANSAS            )  
  ) ss:  
SEDGWICK COUNTY         )

On \_\_\_\_\_ day of \_\_\_\_\_, 2008, this easement was acknowledged  
before me by \_\_\_\_\_ as Mayor and City Clerk of the  
City of Wichita, Kansas, a municipal corporation.  
SEAL:

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

Drawing No.	1
Project No.	238-08

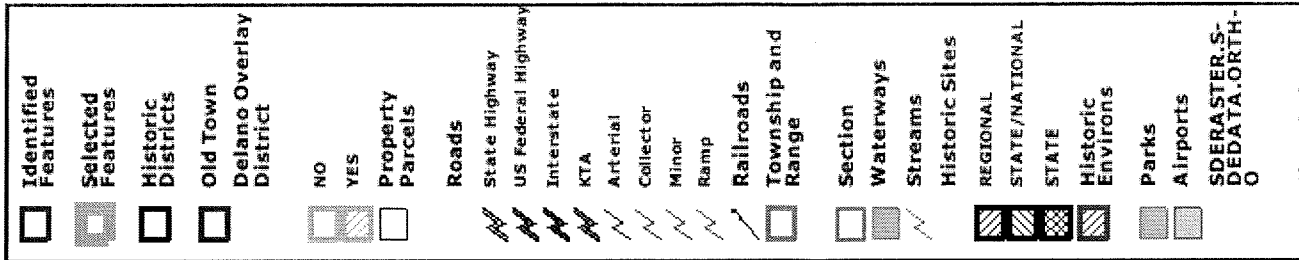
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# 29th Street North and West Street



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Every reasonable effort has been made to assure the accuracy of the maps and associated data provided herein. This information is provided with the understanding that the data are susceptible to a degree of error, and conclusions drawn from such information are the responsibility of the reader. The City of Wichita makes no warranty, representation or guaranty as to the content, accuracy, timeliness or completeness of any of the data provided herein. Some data provided here and used for the preparation of these maps has been obtained from public records not created or maintained by the City of Wichita. The City of Wichita shall assume no liability for any decisions made or actions taken or not taken by the reader in reliance upon any information or data furnished hereunder. The user should consult with the appropriate departmental staff member, e.g. Planning, Parks & Recreation, etc. to confirm the accuracy of information appearing in the visual presentations accessible through these web pages.



## TEMPORARY CONSTRUCTION EASEMENT

THIS EASEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2008 by and the City of Wichita, Kansas, a municipal corporation, herein referred to as "Grantor", and LaFarge North America, Inc, a Kansas corporation, herein referred to as "Grantee(s)".

WITNESSETH: That the said Grantor, in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, do hereby grant and convey unto the said Grantee a temporary right-of-way and easement for the purpose of constructing utility improvements and associated site work over, along and under the following described real estate situated in Sedgwick County, Kansas, to wit:

A tract of land in the NE ¼ of Section 2, Township 27S, R1W of the City of Wichita, Sedgwick County, Kansas, such tract described as: Commencing at the NW ¼ of the NE ¼, thence S a distance of 30 feet along the ¼ section line to the point of beginning; thence S 100 feet along the ¼ section line, thence NELY a distance of 141.42 feet to a point 100 feet E of the point of beginning; thence W 100 feet to the point of beginning.

The Grantee shall be responsible for the removal of all debris created by the above described work, including but not limited to tree stumps, branches, broken concrete and leftover construction material. Grantee shall replace any fence that is removed and or damaged due to the construction. In addition, Grantee will provide such barriers as deemed necessary during construction to prevent access to the remainder. Upon completion of construction, Grantee shall level the site and reseed the area to match the rest of the site.

The Grantee hereby covenants and agrees to indemnify, protect, and save harmless the Grantor, its successors and assigns, of, from, against and in respect of all liabilities, losses, claims, damages, punitive damages, causes of action, lawsuits, demands, judgments, settlement payments and costs and expenses (including without limitation reasonable attorney's fees and disbursements of every kind, nature and description) caused by or arising out of the use of the premises by the Grantee, its employees, agents or contractors.

The Grantee is hereby granted the right to enter upon said premises at any time for the purpose of constructing utility improvements and associated site work for a period not to exceed one year from the date above written or three months of the completion of the project, whichever is sooner.

IN WITNESS WHEREOF: Grantor(s) have signed these presents the day and year first written.

**THE CITY OF WICHITA, KANSAS, A MUNICIPAL CORPORATION:**

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STATE OF KANSAS            )  
                                      ) ss:  
SEDGWICK COUNTY         )

On \_\_\_\_\_ day of \_\_\_\_\_, 2008, this easement was acknowledged  
before me by \_\_\_\_\_ as Mayor and City Clerk of the  
City of Wichita, Kansas, a municipal corporation.

SEAL:

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

City of Wichita  
City Council Meeting  
November 18, 2008

**TO:** Mayor and City Council

**SUBJECT:** Water Facilities Electronic Security Project - Supplemental Agreement

**INITIATED BY:** Water Utilities

**AGENDA:** Consent

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**Recommendation:** Approve Supplemental Agreement No. 1 for electronic security improvements for the Water Treatment Plant.

**Background:** In compliance with federal law, a vulnerability assessment was conducted for Wichita Water Utilities' Water Treatment Plant, Hess Pump Station, Cheney Pump Station, Sewer Maintenance and Sewage Treatment. The assessment made specific and general recommendations as to how Water Utilities could reduce vulnerability to criminal and terrorist acts. A design services contract for electronic security improvements for the first phase of the design with Burns & McDonnell Engineering Co. was approved on August 31, 2004. The designs have been completed for all facilities and the contractor has been hired.

**Analysis:** Consultant submittal review and inspection services are required since this project covers multiple facilities and ties into the specialized Supervisory Control and Data Acquisition (SCADA) network. This Supplemental Agreement includes construction phase services and inspection.

**Financial Consideration:** The total estimated cost of the project is \$837,800. The Supplemental Agreement includes Bid Phase and Construction Phase Services for \$79,140. Funding is available in CIP W-903, Water System Security Improvements.

**Goal Impact:** The project will help to ensure efficient infrastructure by securing the existing facilities at the Water Treatment Plant, Hess Pump Station, Cheney Pump Station, Sewer Maintenance and Sewage Treatment Plant.

**Legal Considerations:** The Supplemental Agreement has been reviewed and approved as to form by the Law Department.

**Recommendations/Actions:** It is recommended that the City Council approve the Supplemental Agreement for the electronic security improvements and authorize the necessary signatures.

**Attachments:** Supplemental Agreement for Professional Services.

SUPPLEMENTAL AGREEMENT NO. 1  
To the  
AGREEMENT FOR PROFESSIONAL SERVICES  
Between  
THE CITY OF WICHITA, KANSAS  
And  
BURNS & McDONNELL ENGINEERING COMPANY, INC.  
Kansas City, Missouri  
For  
ELECTRONIC SECURITY – CONSTRUCTION PHASE

THIS SUPPLEMENTAL AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_ 2008,  
by and between the City of Wichita, Kansas, party of the first part, hereinafter called the "CITY" and  
Burns & McDonnell Engineering Company, Inc., party of the second part, hereinafter called the  
"ENGINEER."

WITNESSETH:

WHEREAS, there now exists an Agreement between the CITY and ENGINEER for the ENGINEER to  
provide engineering services in conjunction with the Water Facilities Electronic Security Project – Design  
Phase, dated May 24, 2004; and

WHEREAS, ENGINEER completed design phase, and now bid and construction phase services including  
part-time construction observation is desired by the CITY; and

WHEREAS, CITY agrees to pay additional compensation to ENGINEER on the basis of this  
Supplemental Agreement duly entered into by the parties.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

**I. SCOPE OF SERVICES**

The ENGINEER shall furnish professional services to perform construction phase services for the  
Electronic Security Project, as outlined in Exhibit A (Scope of Services).

When requested by the CITY, the ENGINEER will enter into a Supplemental Agreement for  
additional services related to the Project such as, but not limited to:

- A. Consultant or witness for the CITY in any litigation, administrative hearing, or other legal  
proceedings related to the Project.
- B. Additional design services not covered by the scope of this Supplemental Agreement.
- C. Construction staking, material testing, inspection and administration related to the Project.
- D. A change in the Scope of Services for the Project.

A change in the Scope of Services for the Project, caused by an act or omission of CITY, or any  
error or change in CITY -provided information, or change in law, or event of force majeure, or if  
additional services should be necessary, the ENGINEER will be given written notice by the CITY

along with a request for an estimate of the increase necessary in the not-to-exceed fee for performance of such additions. No additional services shall be performed nor shall additional compensation be paid except on the basis of a Supplemental Agreement duly entered into by the parties.

## **II. IN ADDITION, THE ENGINEER AGREES**

- A. To provide the various technical and professional services, equipment, material and transportation to perform the tasks as outlined in the Scope of Services.
- B. To attend meetings with the CITY and other local, state and federal agencies as necessitated by the Scope of Services.
- C. To make available during regular office hours, all calculations, sketches and drawings such as the CITY may wish to examine periodically during performance of this Supplemental Agreement.
- D. To save and hold CITY harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by negligent acts, errors, or omissions of ENGINEER, its agents, servants, employees, or subcontractors occurring in the performance of its services under this Supplemental Agreement.
- E. To maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by ENGINEER and, where relevant to method of payment, to make such material available to the CITY.
- F. To comply with all Federal, State and local laws, ordinances and regulations applicable to the services, including Title VI of the Civil Rights Act of 1964, and to comply with the CITY's Affirmative Action Program as set forth in Exhibit B which is attached hereto and adopted by reference as though fully set forth herein.
- G. To accept compensation for the services herein described in such amounts and at such periods as provided in Article IV and that such compensation shall be satisfactory and sufficient payment for all services performed and equipment or materials used in connection with such services.
- H. To complete the services to be performed by ENGINEER within the time allotted for the Project in accordance with the Scope of Services; except that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond control of the ENGINEER.
- I. Covenants and represents to be responsible for the professional and technical accuracies and the coordination of all designs, drawings, specifications, plans and/or other services or material furnished by the ENGINEER under this Supplemental Agreement. ENGINEER further agrees, covenants and represents, that all designs, drawings, specifications, plans, and other services or material furnished by ENGINEER, its agents, employees and subcontractors, under this Supplemental Agreement, including any additions, alterations or amendments thereof, shall be free from negligent errors or omissions.

- J. ENGINEER shall procure and maintain such insurance as will protect the ENGINEER from damages resulting from the negligent acts of the ENGINEER, its agents, officers, employees and subcontractors in the performance of the professional services rendered under this Supplemental Agreement. Such policy of insurance shall be in an amount of \$500,000.00 subject to a deductible of \$10,000.00. In addition, a Workman's Compensation and Employer's Liability Policy shall be procured and maintained. This policy shall include an "all state" endorsement. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Workman's Compensation Law. The liability limit shall be:

Workman's Compensation – Statutory

Employer's Liability – \$500,000 each occurrence

Further, a comprehensive general liability policy shall be procured and maintained by the ENGINEER that shall be written in a comprehensive form and shall protect ENGINEER against all claims arising from injuries to persons (other than ENGINEER's employees) or damage to property of the CITY or others arising out of any negligent act or omission of ENGINEER, its agents, officers, employees or subcontractors in the performance of the professional services under this Supplemental Agreement. The liability limit shall be \$500,000.00 per occurrence for bodily injury, death and property damage. Satisfactory Certificates of Insurance shall be filed with the CITY prior to the time ENGINEER starts any services under this Supplemental Agreement. In addition, insurance policies applicable hereto shall contain a provision that provides that the CITY shall be given thirty (30) days written notice by the insurance company before such policy is substantially changed or canceled.

- K. To designate a Project Manager for the coordination of the services that this Supplemental Agreement requires to be performed. The ENGINEER agrees to advise the CITY, in writing, of the person(s) designated as Project Manager not later than five (5) days following issuance of the notice to proceed on the services required by this Supplemental Agreement. The ENGINEER shall also advise the CITY of any changes in the person designated Project Manager. Written notification shall be provided to the CITY for any changes exceeding one week in length of time.

### **III. THE CITY AGREES**

- A. To designate a Project Manager for the coordination of the services that this Supplemental Agreement requires to be performed. The CITY agrees to advise, the ENGINEER, in writing, of the person(s) designated as Project Manager with the issuance of the notice to proceed on the services required by this Supplemental Agreement. The CITY shall also advise the ENGINEER of any changes in the person(s) designated Project Manager. Written notification shall be provided to the ENGINEER for any changes exceeding one week in length of time.
- B. To furnish all available data pertaining to the Project now in the CITY's files at no cost to the ENGINEER. Confidential materials so furnished will be kept confidential by the ENGINEER.
- C. To provide standards as required for the Project; however, reproduction costs are the responsibility of the ENGINEER, except as specified in the Scope of Services.

- D. To examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER in a timely fashion.
- E. To provide the rights-of-entry for ENGINEER's personnel in performing field surveys and inspections, and right-of-way/easements and land required for Project.
- F. To provide permits and approvals for Project.
- G. To pay the ENGINEER for his services in accordance with the requirements of this Supplemental Agreement.

#### IV. PAYMENT PROVISIONS

- A. Payment to the ENGINEER for the performance of the professional services required by this Supplemental Agreement shall be on a maximum not-to-exceed basis as follows:
  - 1. Amount of Payment:
    - a. For services performed, CITY shall pay ENGINEER the sum of amounts determined as follows:
      - (1) For time spent by personnel, payment at the hourly rates indicated in the attached "Schedule of Hourly Professional Service Billing Rates" Form BMR1008. Such rates include overhead and profit. The schedule is effective to December 31, 2008, and will be revised annually thereafter.
      - (2) For expenses incurred by ENGINEER, such as authorized travel and subsistence including airfare, food, lodging, automobile rental, commercial services, and incidental expenses, the cost to ENGINEER plus 10 percent.
      - (3) For normal computer usage, computer-aided drafting (CAD), telephone, fax, photocopy and mail services, a technology charge in accordance with the "Schedule of Hourly Professional Service Billing Rates" in effect at the time the service is provided. Specialty items are not included in the technology charge. For reproduction, printing and binding of documents, and vehicle and testing apparatus usage, amounts as determined from ENGINEER's schedule of rates in effect at the time the service is provided.
      - (4) For professional services rendered by others as subcontractor(s) to ENGINEER such as surveying, real property descriptions, soil borings, subsurface investigations, laboratory testing, field quality control tests, progress photos, or other activities required or requested by CITY will be billed at the cost to ENGINEER plus 10 percent.
    - b. Total payment for the Scope of Services described herein shall not exceed Seventy-Nine Thousand One Hundred Forty Dollars (\$79,140.00) without written approval of CITY.
  - 2. Invoices: See Notes on the attached "Schedule of Hourly Professional Service Billing Rates," Form BMR1008.
    - a. Monthly invoices shall be submitted by ENGINEER to CITY covering services performed and expenses incurred during proceeding month.
    - b. Invoices will set forth: hours worked by each person, total hours worked and total labor billing, and a summary of expenses and charges. Upon request,

documentation of reimbursable expenses included in the invoice will be provided at the cost to ENGINEER.

3. Payments:

- a. Invoices are due upon receipt.
- b. Taxes other than for federal and state income tax assessments, as may be imposed by state and local authorities, shall be in addition to payment stated under IV.A.1.

**V. THE PARTIES HERETO MUTUALLY AGREE**

- A. That the right is reserved to the CITY to terminate this Supplemental Agreement at any time, upon written notice, in the event the Project is to be abandoned or indefinitely postponed, or because of the ENGINEER's inability to proceed with the services, or because the services of the ENGINEER are unsatisfactory; provided, however, that in any case the ENGINEER shall be paid the reasonable value of the services rendered up to the time of termination on the basis of the provisions of this Supplemental Agreement, but in no case shall payment be more than the ENGINEER's actual costs plus a fee for profit based upon a fixed percentage of the ENGINEER's actual costs.
- B. That the field notes and other pertinent drawings and documents pertaining to the Project shall become the property of the CITY upon completion or termination of the ENGINEER's services in accordance with this Supplemental Agreement; and there shall be no restriction or limitation on their further use by the CITY. Provided, however, that CITY shall hold ENGINEER harmless from any and all claims, damages or causes of action which arise out of such further use when such further use is not in connection with the Project.
- C. That the services to be performed by the ENGINEER under the terms of this Supplemental Agreement are personal and cannot be assigned, sublet or transferred without specific consent of the CITY.
- D. In the event of unavoidable delays in the progress of the services contemplated by this Supplemental Agreement, reasonable extensions in the time allotted for the services will be granted by the CITY, provided, however, that the ENGINEER shall request extensions, in writing, giving the reasons therefor.
- E. It is further agreed that this Supplemental Agreement and all contracts entered into under the provisions of this Supplemental Agreement shall be binding upon the parties hereto and their successors and assigns.
- F. Neither the CITY's review, approval or acceptance of, nor payment for, any of the services required to be performed by the ENGINEER under this Supplemental Agreement shall be construed to operate as a waiver of any right under this Supplemental Agreement or any cause of action arising out of the performance of this Supplemental Agreement.
- G. The rights and remedies of the CITY provided for under this Supplemental Agreement are in addition to any other rights and remedies provided by law.
- H. CITY and ENGINEER waive all rights against each other and their officers, directors, agents and employees for damage covered by property insurance during and after the completion of Engineer's services.

- I. Construction contractors shall be required to provide (or CITY may provide) Owners' Protective Liability Insurance naming the CITY as a Named Insured and the ENGINEER as an additional insured, or, to endorse CITY and ENGINEER as additional insureds on construction contractor's liability insurance policies covering claims for personal injuries and property damage. Construction contractors shall be required to provide certificates evidencing such insurance to the CITY and ENGINEER.
- J. Consultant's aggregate liability to Owner for all liabilities arising out of Consultant's services shall not exceed \$500,000. Limits set forth in this Agreement shall apply notwithstanding any and all causes whatsoever including, but not limited to negligence (of any degree), errors, omissions, warranty, indemnity, strict liability or breach of contract.

In no event shall either party be liable to the other for any indirect, special or consequential damages, including without limitation, loss of profits or revenue, loss of production, cost of capital, claims by customers, fines or penalties, whether liability is based on contract, warranty, negligence, strict liability or otherwise.

- K. On-Site Services. Project site visits by ENGINEER during construction or equipment installation, or the furnishing of project resident representatives shall not make ENGINEER responsible for construction means, methods, techniques, sequences, or procedures; for construction safety precautions or programs; or for any construction contractor(s') failure to perform its work in accordance with the plans and specifications.
- L. Estimates and Projections. Estimates and projections prepared by ENGINEER relating to construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, and operating results are based on ENGINEER's experience, qualifications and judgment as a design professional. Since ENGINEER has no control over weather, cost and availability of labor, material and equipment, labor productivity, construction contractor's procedures and methods, unavoidable delays, construction contractor's methods of determining prices, economic conditions, competitive bidding or market conditions and other factors affecting such estimates or projections, ENGINEER does not guarantee that actual rates, costs, performance, schedules, etc., will not vary from estimates and projections prepared by ENGINEER.
- M. It is specifically agreed between the parties executing this Supplemental Agreement, that it is not intended by any of the provisions of any part of this Supplemental Agreement to create the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this Supplemental Agreement to maintain a suit for damages pursuant to the terms or provisions of this Supplemental Agreement.



IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this Supplemental Agreement as of the date first above written.

By Action of the City Council

\_\_\_\_\_  
Carl Brewer, Mayor

SEAL:

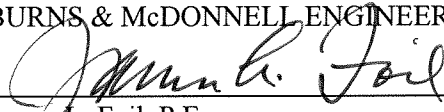
ATTEST:

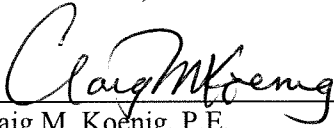
\_\_\_\_\_  
Karen Sublett, City Clerk

Approved as to Form:

\_\_\_\_\_  
Gary Rebenstorf, Director of Law

BURNS & McDONNELL ENGINEERING COMPANY, INC.

  
\_\_\_\_\_  
James L. Foil, P.E.  
Vice President, Infrastructure Group

  
\_\_\_\_\_  
Craig M. Koenig, P.E.  
Project Manager

ATTEST:

\_\_\_\_\_

City of Wichita  
City Council Meeting  
November 18, 2008

TO: Mayor and City Council

SUBJECT: 2009/11 *KANSAS CLICKS* Special Traffic Enforcement Program  
(STEP) Grant

INITIATED BY: Wichita Police Department

AGENDA: Consent

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**Recommendation:** Approve the application

**Background:** Since 2001, the Wichita Police Department has been awarded grant funds from the Kansas Department of Transportation to participate in the *KANSAS CLICKS* Special Traffic Enforcement Program (STEP). The *KANSAS CLICKS* STEP provides participating departments with grant money to pay for overtime worked by police officers performing safety belt surveys, public education, and enforcement work during the following designated mobilizations/holiday: Thanksgiving holiday, Memorial day/Buckle Up America Week, and Labor Day. The purpose of the STEP Program is to promote highway safety through awareness, education, and enforcement of the Kansas safety belt, and impaired driving laws.

**Analysis:** The *KANSAS CLICKS* Special Traffic Enforcement Program has been a critical component of the Police Department's Comprehensive Traffic Safety Plan, which focuses on awareness/education, enforcement, prevention, and equipment. The STEP grant will support increased education and enforcement, thus potentially reducing the number of traffic accidents that impact the quality of life in our community.

**Financial Consideration:** The Kansas Department of Transportation will reimburse the Police Department for overtime, not to exceed the amount of the grant, which is currently estimated at \$50,000 per year (2009-2011).

**Goal Impact:** Provide a Safe and Secure community by conducting Special Traffic Enforcement Programs in the community.

**Legal Consideration:** None

**Recommendations/Actions:** It is recommended that the City Council approve the STEP grant application, receipt of funds; and authorize the necessary signatures.

October 10, 2008

Lt. Gavin Seilers  
Wichita Police Department  
455 N Main  
Wichita, KS 67202

Dear Lt. Seilers:

Once again it is time to renew the STEP agreement between this office and your agency. We hope that Chief Williams and the other named city or county official will sign the enclosed documents so that we may continue our partnership with you and your agency for another three years.

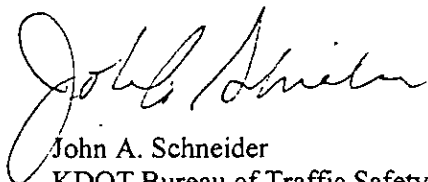
We have examined your participation in the various STEP campaigns over the last several years as well as your annual grant expenditures. With respect to funding, we are proposing that the grant amount remain as it was last year other than a reduction due to our elimination of the Child Passenger Seat Campaign we've previously held each February. We have decreased your grant by a bit less than 50% of the amount you spent on that campaign in February, 2008. This actually gives you added funds to devote to the remaining three campaigns during the coming grant year.

Please next look at Section 3 of Attachment 1. We have checked that you will be participating in the November campaign. We anticipated your choice based upon your participation in this campaign in the recent past. If our assumption is wrong, please write a note in this section of the form reversing what we've done. Please initial this note.

You will need to update the citation and manpower questions 18-23 in Section 2 of this same form. For questions 18-20 you may use any recent 12 month period available to you. You may use whatever estimation technique you wish if you do not have a full year of citation information. We will assume whatever is placed there is an actual 12 month figure, or estimate, for your entire agency.

There are five places within the agreement for either Chief Williams' signature or that of the other named city/county official. Be sure they don't miss any of these. Please return the signed original of this agreement to me at the address below as soon as you can. I'll get it signed by KDOT officials and get a copy back to you.

Sincerely,



John A. Schneider  
KDOT Bureau of Traffic Safety  
[johnsc@ksdot.org](mailto:johnsc@ksdot.org)

BUREAU OF TRAFFIC SAFETY

Pete Bodyk, Chief

Dwight D. Eisenhower State Office Building

700 S.W. Harrison Street, Topeka, KS 66603-3745 • (785) 296-3756 • Fax: (785) 291-3010

TTY (Hearing Impaired): (785) 296-3585 • e-mail: [publicinfo@ksdot.org](mailto:publicinfo@ksdot.org) • Public Access at North Entrance of Building

## KANSAS DEPARTMENT OF TRANSPORTATION HIGHWAY SAFETY PROJECT AGREEMENT

**PARTIES:** Debra L. Miller, Secretary of Transportation  
Department of Transportation for the State of Kansas  
(Secretary)  
Eisenhower State Office Building  
700 SW Harrison Street  
Topeka, KS 66603-3754

and:

Chief Norman Williams  
Wichita Police Department

**PURPOSE:** To promote highway safety improvement. This highway safety improvement is identified by the Project No. above, in the city or county listed above. It will hereinafter be referred to as the Project, and further identified by the STEP Grantee Information Sheet, Attachment No. 1, which is incorporated by reference and made a part of this Agreement.

**EFFECTIVE** The Parties shall be mutually obligated to perform in accordance with this Agreement as of:

**DATE:** October 1, 2008

### TERMS OF THE AGREEMENT

#### **Article I - THE SECRETARY AGREES:**

1) To reimburse the STEP Grantee for the work completed in the form of overtime wages incurred in the performance of this Agreement in an amount not to exceed the total grant amount provided in the STEP Grantee Information Sheet, Attachment 1, which is incorporated by reference and made a part of this Agreement.

2) To make payments to the STEP Grantee for overtime wages not more than 30 days following receipt of required time sheets and activity reports for each campaign in which the Project Applicant agrees to participate.

#### **Article II - THE STEP GRANTEE AGREES:**

1) To furnish the necessary personnel, facilities, and such other professional services as may be required to fulfill the work identified and described in the Project.

2) To begin the Project upon receipt of Secretary's written notice to proceed and shall execute this Project to completion on or before:

September 30, 2011

15) The Certification of the Grantee, Attachment No. 2, is incorporated by reference and made a part hereof.

16) This Agreement shall be binding upon the parties hereto and their successors and assigns.

17) It is expressly agreed that no third party beneficiaries are intended to be created by this Agreement, nor do the parties herein authorize anyone not a party to this Agreement to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

LOCAL AUTHORIZING  
OFFICIALS



Signature of:  
Scott Moore, Interim City Mgr.



Signature of:  
Chief Norman Williams

Revised Last : 05/02/2005

KANSAS DEPARTMENT OF  
TRANSPORTATION

Debra L. Miller  
Secretary of Transportation for  
the State of Kansas



FY 2009-10

**Special Traffic Enforcement Program (STEP) Grantee Information Sheet**

Kansas Department of Transportation, Bureau of Transportation Safety & Technology  
Eisenhower State Office Building, 700 SW Harrison St. Topeka 66603

**Section 1- General Agency Information****Wichita Police Department**

1. Name of Applicant Agency

455 N Main

2. Mailing Address

Wichita

3. City

67202

4. Zip Code

5. Street Address, if not already in #2 above.

Scott Moore, Interim City Mgr.

6. Name &amp; Title of person authorized to commit city/county to contracts

Chief Norman Williams

7. Name and title of agency head

(316) 268-4144

8. Agency Head's Phone #

nwilliams@wichita.gov

9. Agency Head's E-Mail Address

48-6000653

10. Agency's Federal Employee ID # (FEIN)

Lt. Gavin Seller

11. Name of Project Contact Person

(316) 268-4144 (816) 244-1600

12. Contact's Ph #

gseiler@wichita.gov

13. Contact's Cell #

14. Contact Person's E-Mail Address

(316) 268-4105

15. Contact Person's Fax #

**Section 2 - Traffic Safety Information**16. Does your agency have a written policy on employee belt use? Yes

17. Do you have a stated policy, either written or oral, stating that seat belt laws will be enforced by your officers? Check one:

No. ☐Yes, Written. ☐Yes, Oral. ☒**Citations Issued in a recent 12 month period**

18. Safety belts: 3622

19. Child safety: 1044

20. DUI: 1581

**Manpower and Salary Info**

21. # of FT Officers 667

22. # of PT Officers 0

23. Avg Officer Wage \$22.83

24. Population living in agency jurisdiction: 344,000

**Section 3 - Campaign Choices**

25. Check the Nov 2008/2009 optional campaigns if you would like to take part.

Campaign	FY 2009	FY 2010
<b>November</b> Theme: Holiday driving, both DUI & Belts. <u>Optional</u> . Check off at right if you plan to participate (1 week).	Nov 2008 <input checked="" type="checkbox"/>	Nov 2009 <input checked="" type="checkbox"/>
<b>May-June</b> (Memorial Day Pd.) Theme: "Click It Or Ticket" Seat Belt Campaign. Mandatory.	May 2009 <input checked="" type="checkbox"/>	May 2010 <input checked="" type="checkbox"/>
<b>Aug-Sep</b> (Labor Day Pd.) Theme: "Over the Limit, Under Arrest" DUI Campaign. Mandatory.	Aug 2009 <input checked="" type="checkbox"/>	Aug 2010 <input checked="" type="checkbox"/>

26. Check the tools below that you will probably use to publicize the campaigns

PSA-Radio..... <input checked="" type="checkbox"/>	News Event..... <input type="checkbox"/>	Child Seat Checks..... <input type="checkbox"/>
PSA-TV..... <input type="checkbox"/>	Interviews..... <input checked="" type="checkbox"/>	Other -(Specify)
Publ. Article..... <input checked="" type="checkbox"/>	Displays..... <input checked="" type="checkbox"/>	

**Section 4 - Grant Payment Choices**27. Desired reimbursement method: "X"  
(If direct deposit, see instructions below)

Direct Deposit \*

X

Printed check

28. Reimbursement checks should be made payable to:

Wichita Police Department

29. Reimbursement checks will go to the address in #2 above unless different one is entered below. Also use space to name a financial contact person, if desired:

Contact Lucretia Burch@ (316) 268-4115 on financial matters.

\*If arrangements for direct deposit of grant reimbursements have not previously been made, contact Rick Woodhead, Federal Aid and Project Accounting, KDOT, 700 SW Harrison, Topeka, 66603. Phone: (785) 296-3205, FAX: (785) 296-7927

**KDOT AWARD INFORMATION**

Project begins:	10/1/2008	Project Number:	OP-1049-09
Project ends:	9/30/2011	Local Benefit %:	100%
Funding Source:	Section 402	KHP Troop:	F
County:	SG		

Grant Amount.....

**\$49,600**

FY 2009

Will be determined  
in September 2009

FY 2010

**Required Applicant Signatures**

I certify compliance with all criteria applicable for eligibility of the program and implementation in accordance with program requirements.

X

Authorizing City or

County Official: Scott Moore, Interim City Mgr.

Date:

10-24-08

X

LE Agency Head:

Chief Norman Williams

Date:

10-17-08

**KDOT Approval**

I approve of this contract, as presently outlined by this document, the Highway Safety Program Agreement of which it is now a part, and other attachments to said Agreement.

X

Pete Bodyk, Bureau of Transportation Safety &amp; Technology

**Certification of the STEP GRANTEE**

I hereby certify that I am Chief Norman Williams and I am the duly  
authorized representative of the: Wichita Police Department

and that neither I nor the above agency I here represent has:


(a) employ or retain for the payment of a commission, percentage, brokerage, contingent fee, or other consideration, any person (other than a bona fide employee working solely for me or the above agency) to solicit or secure this Agreement; or

(b) agreed, as an express or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out the Agreement; or

(c) paid, or agreed to pay, to any firm, organization of persons (other than a bona fide employee working solely for me or the above agency) any fee, contribution, donation, or consideration of any kind for or in connection with, procuring or carrying out this Agreement;

except as here expressly stated (if any):

I acknowledge that this Certificate is to be furnished to the Secretary of Transportation of the State of Kansas in connection with this Agreement, and is subject to applicable state and federal laws, both criminal and civil.

X   
\_\_\_\_\_  
Signature of: Chief Norman Williams  
Wichita Police Department

10-17-08  
Date:

## KANSAS DEPARTMENT OF TRANSPORTATION

Special Attachment  
To Contracts or Agreements Entered Into  
By the Secretary of Transportation of the State of Kansas

NOTE: Whenever this Special Attachment conflicts with provisions of the Document to which it is attached, this Special Attachment shall govern.

THE CIVIL RIGHTS ACT OF 1964, and any amendments thereto,  
REHABILITATION ACT OF 1973, and any amendments thereto,  
AMERICANS WITH DISABILITIES ACT OF 1990, and any amendments thereto,  
AGE DISCRIMINATION ACT OF 1975, and any amendments thereto,  
EXECUTIVE ORDER 12898, FEDERAL ACTIONS TO ADDRESS ENVIRONMENTAL JUSTICE IN MINORITY POPULATIONS AND LOW INCOME  
POPULATIONS (1994), and any amendments thereto,  
49 C.F.R. Part 26.1 (DBE Program), and any amendments thereto

## NOTIFICATION

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (78 Stat. 252), §504 of the Rehabilitation Act of 1973 (87 Stat. 3555) and the Americans with Disabilities Act of 1990 (42 USC 12101), the Age Discrimination Act of 1975 (42 USC 6101), the Regulations of the U.S. Department of Transportation (49 C.F.R., Part 21, 23, and 27), issued pursuant to such ACT, Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations (1994), and the DBE Program (49 C.F.R., Part 26.1), hereby notifies all contracting parties that, the contracting parties will affirmatively insure that this contract will be implemented without discrimination on the grounds of race, religion, color, gender, age, disability, national origin, or minority populations and low income populations as more specifically set out in the following seven "Nondiscrimination Clauses".

## CLARIFICATION

Where the term "consultant" appears in the following seven "Nondiscrimination Clauses", the term "consultant" is understood to include all parties to contracts or agreements with the Secretary of Transportation of the State of Kansas.

## Nondiscrimination Clauses

During the performance of this contract, the consultant, or the consultant's assignees and successors in interest (hereinafter referred to as the "Consultant"), agrees as follows:

(1) **Compliance with Regulations:** The consultant will comply with the Regulations of the U. S. Department of Transportation relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (Title 49, Code of Federal Regulations, Parts 21, 23 and 27, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

(2) **Nondiscrimination:** The consultant, with regard to the work performed by the consultant after award and prior to the completion of the contract work, will not discriminate on the grounds of race, religion, color, gender, age, disability, national origin or minority populations in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The consultant will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3) **Solicitations for Subcontractors, Including Procurements of Material and Equipment:** In all solicitations, either competitive bidding or negotiation made by the consultant for work to be performed under a subcontract including procurements of materials and equipment, each potential subcontractor or supplier shall be notified by the consultant of the consultant's obligation under this contract and the Regulations relative to nondiscrimination on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations.



## CONTRACTUAL PROVISIONS ATTACHMENT

**Important:** This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provisions:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 1-01), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof.

**1) Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated.

**2) Agreement With Kansas Law:** All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.

**3) Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.

**4) Disclaimer Of Liability:** Neither the State of Kansas nor any agency thereof shall hold harmless or indemnify any contractor beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).

**Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the

Parties to this contract understand that the provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting state agency cumulatively total \$5,000 or less during the fiscal year of such agency.

**6) Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.

**7) Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation shall be allowed to find the State or any agency thereof has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, the State of Kansas shall not agree to pay attorney fees and late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.

**8) Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.

**9) Responsibility For Taxes:** The State of Kansas shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.

**10) Insurance:** The State of Kansas shall not be required to purchase, any insurance against loss or damage to any personal property to which this contract relates, nor shall this contract require the State to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the vendor or lessor shall bear the risk of any loss or damage to any personal property in which vendor or lessor holds title.

**11) Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.

**12) The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."

**CITY OF WICHITA**  
**City Council Meeting**  
November 18, 2008

**TO:** Mayor and City Council Members

**SUBJECT:** Amendment of Right of Way Agreement at 31<sup>st</sup> Street South and I-35  
(District III)

**INITIATED BY:** Office of Property Management

**AGENDA:** Consent

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**Recommendation:** Approve the modified easement.

**Background:** The City is in the process of developing a regional fire training center in the area of Oliver and 31<sup>st</sup> Street South. The project site includes both the existing fire training facility and a City-owned parcel west of the facility between the facility and I-35. This City-owned parcel is encumbered with a “blanket” easement for a natural gas pipeline. This easement allows the pipeline company to place a pipeline anywhere on the parcel.

**Analysis:** In order to facilitate development of the site, the pipeline easement needs to be more clearly defined. The pipeline company has agreed to redefine the pipeline easement as a specific corridor within the parcel. This will allow the City to design the new improvements outside the easement area.

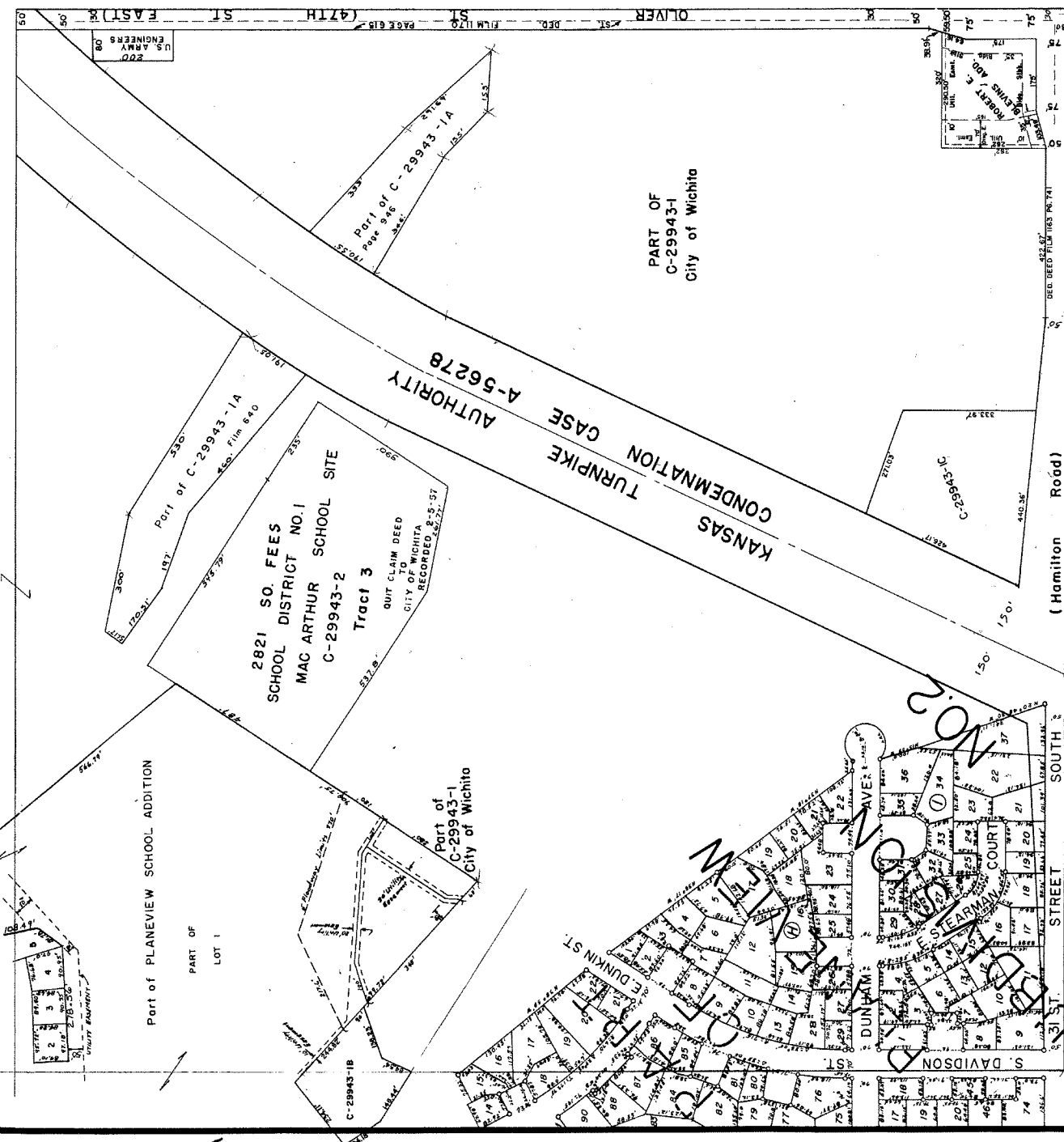
**Financial Considerations:** There is no cost associated with the easement modification.

**Goal Impact:** The development of the new fire training facility will help provide a safe and secure community.

**Legal Considerations:** The Law Department has approved the easement as to form.

**Recommendation/Action:** It is recommended that the City Council; 1) Approve the Amendment of Right of Way Agreement and 2) Authorize all necessary signatures.

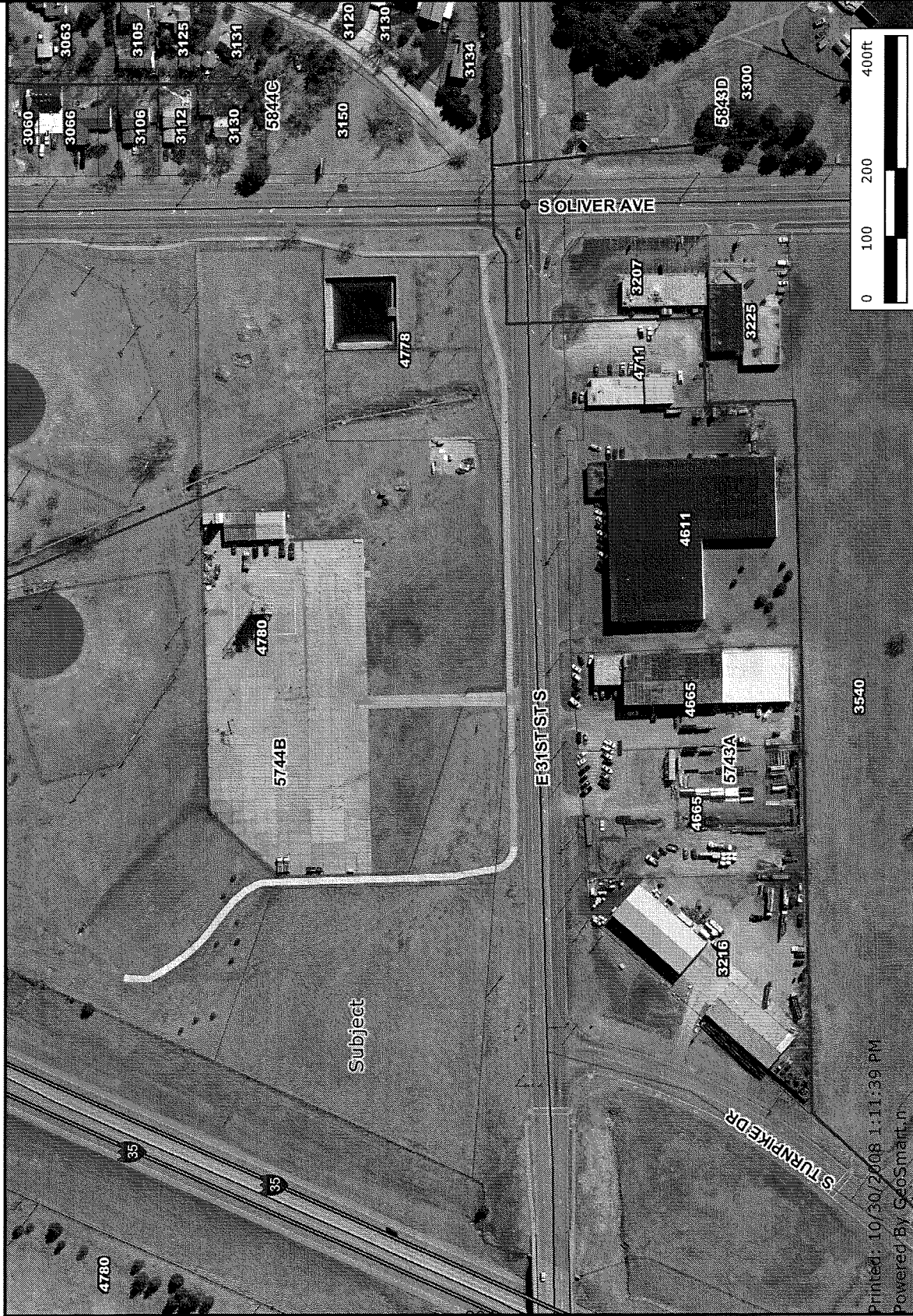
**Attachments:** Amendment of Right of Way Agreement, site map and aerial.



THIS SHEET PREPARED UNDER SUPERVISION OF  
**SERGENT, SEDGWICK COUNTY CLERK**



# 31st Street South and I-35



- Identified Features
- Property Parcels
- Sewer Lines
- Roads
- State Highway
- US Federal Highway
- Interstate
- KTA
- Arterial
- Collector
- Minor
- Ramp
- Railroads
- Quarter Section
- Waterways
- Streams
- Airports
- SDRMASTER, S-DEDEDATA, ORTH-01FT
- SDRMASTER, S-DEDEDATA, ORTH-0
- City Limits
- Andale
- Bel Aire
- Bentley
- Cheney
- Clearwater
- Colwich
- Derby
- Eastborough
- Garden Plain
- Goddard
- Hayville
- Kechi
- Maize
- Mount Hope



Every reasonable effort has been made to assure the accuracy of the maps and associated data provided herein. This information is provided with the understanding that the data are susceptible to a degree of error, and conclusions drawn from such information are the responsibility of the reader. The City of Wichita makes no warranty, representation or guaranty as to the content, accuracy, timeliness or completeness of any of the data provided herein. Some data provided here and used for the preparation of these maps has been obtained from public records not created or maintained by the City of Wichita. The City of Wichita shall assume no liability for any decisions made or actions taken or not taken by the reader in reliance upon any information or data furnished hereunder. The user should consult with the appropriate departmental staff member, e.g. Planning, Parks & Recreation, etc. to confirm the accuracy of information appearing in the visual presentations accessible through these web pages.

Project: PRW 29462

Bartlesville, OK 74004

## AMENDMENT OF RIGHT-OF-WAY AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, on the 20th day of September 1968, The Board of Park Commissioners of the City of Wichita, Kansas executed and delivered to Continental Oil Company, its successors and assigns, a Right-of-Way Agreement covering the following described lands in Sedgwick County, State of Kansas, to wit:

East ½ Section 2, Township 28 South, Range 1 East, as shown as Tracts 96 and 99 on Exhibit "A" attached hereto said Right-of-Way Agreement.

said Right-of-Way Agreement is currently not filed of record in the official Public Records of Sedgwick County, Kansas but a copy thereof is attached hereto as Exhibit "A" and made a part hereof; and

WHEREAS, the City of Wichita, a Kansas municipal corporation, (hereinafter "Landowner"), represents that Landowner is the present owner, subject to the said Right-of-Way Agreement, of the following described tract(s) of land located in Sedgwick County, Kansas, to-wit:

That part of the SE ¼ of Sec. 2, Twp. 28-S, R-1-E of the 6<sup>th</sup> P.M., Sedgwick County, Kansas described as follows: Commencing at the SW corner of said SE ¼; thence easterly along the south line of said SE ¼, 1159.84 feet to the intersection with the easterly right-of-way line of Kansas Turnpike Authority (deeded and described in Special Warranty, Deed, (Deed Book 1085, Page 469), and designated therein as Kansas Turnpike Tract No. 7-34, Revised April 22, 1957); thence northeasterly with a deflection angle to the left of 64°25'30"

along said easterly Kansas Turnpike Authority right-of-way line, 130.00 feet to the intersection with the north line of Kansas Turnpike Tract No. 7-34K as deeded and described in said Special Warranty Deed, (Deed Book 1085, Page 469), and for a point of beginning; thence continuing northeasterly along said easterly Kansas Turnpike Authority right-of-way line, 426.17 feet; thence southeasterly with a deflection angle to the right of 84°42'18", 271.03 feet; thence southerly with a deflection angle to the right of 69°43'12" and perpendicular to the south line of said SE ¼, 333.97 feet to a point on the north line of said Kansas Turnpike Tract No. 7-34K; thence westerly with a deflection angle to the right of 95°40'09" along the north line of said Kansas Turnpike Tract No. 7-34K, 440.36 feet to the point of beginning.

Containing 130,680.000 Sq. Ft., or 3.0 Acres, more or less.

hereinafter called "Owned Land", whether one or more tracts; and

WHEREAS, Landowner has requested ConocoPhillips Company, a Delaware corporation, the successor in interest to Continental Oil Company and the current owner of said Right of Way Agreement, (hereinafter "Company"), to amend said Right of Way Agreement only insofar as it affects the Owned Land, and Company is willing to do so subject to the terms and conditions of this instrument.

NOW, THEREFORE, in consideration of the premises and the terms and conditions contained herein, the receipt and sufficiency of which are hereby acknowledged, Landowner and Company do hereby agree to amend the Right-of-Way Agreement as follows:

1. From and after the date hereof all of Company's pipeline and other incidental equipment and facilities heretofore or hereinafter laid on the Owned Land, by authority of said Right of Way Agreement or this instrument, shall be confined within the strip of land more particularly described as follows:

That part of the SE ¼ of Sec. 2, Twp. 28-S, R-1-E of the 6<sup>th</sup> P.M., Sedgwick County, Kansas described as follows: Commencing at the SW corner of said SE ¼; thence easterly along the south line of said SE ¼, 1159.84 feet to the intersection with the easterly right-of-way line of Kansas Turnpike Authority (deeded and described in Special Warranty, Deed, (Deed Book 1085, Page 469), and designated therein as Kansas Turnpike Tract No. 7-34, Revised April 22, 1957); thence northeasterly with a deflection angle to the left of 64°25'30" along said easterly Kansas Turnpike Authority right-of-way line, 130.00 feet to the intersection with the north line of Kansas Turnpike Tract No. 7-34K as deeded and described in said Special Warranty Deed, (Deed Book 1085, Page 469), and for a point of beginning; thence continuing northeasterly along said easterly Kansas Turnpike Authority right-of-way line, 426.17 feet; thence southeasterly with a deflection angle to the right of 84°42'18", 58.25 feet; thence southwesterly with a deflection angle to the right of 95°17'42" and parallel with said easterly Kansas Turnpike Authority right-of-way line, 410.54 feet to a point on the north line of said Kansas Turnpike Tract No. 7-34K; thence westerly with a deflection angle to the right of 70°05'39" along the north line of said Kansas Turnpike Tract 7-34K, 61.69 feet to the point of beginning.

hereinafter called "Defined Easement", said Defined Easement being more fully shown on Exhibit "B" attached hereto and made a part hereof.

2. For and in consideration of the benefits to be derived here from, Company, its parent, subsidiaries and affiliates, and their respective successors and assigns, shall hereafter have and it is hereby granted by Landowner:

A. The right of way and easement from time to time to maintain, operate, relay, replace, change the size of and remove and or all of Company's pipeline currently in place inside the Defined Easement within the Owned Land;

together with the right to use additional workspace within the Owned Land as reasonably required to exercise the rights herein granted and the right of ingress and egress across the Owned Land for all purposes incident to the exercise of the aforesaid rights and the right to place on the Owned Land incidental equipment to facilitate the use of pipelines. No additional compensation shall be payable to Landowner for the exercise of the aforesaid rights or any damage resulting to the property of Landowner, and Landowner's successor or assigns, except that damages will be paid to Landowner for damage to growing agricultural crops.

3. Landowner, for Landowner and Landowner's successors and assigns, covenants and agrees that no dwelling, buildings, structures, obstructions or engineering works of whatsoever kind shall be erected on said Defined Easement and that no change will be effected in the present grade of said Defined Easement. Landowner shall be responsible for above ground maintenance of the Defined Easement, including mowing as necessary to meet local codes. Landowner, for Landowner and Landowner's successors and assigns, agrees that no hard surface or regularly traveled streets, roads or highways will cross or be placed over the Defined Easement unless and until Company's pipelines or incidental equipment located thereon are properly adjusted and protected in the opinion of Company. Any such adjustment or protection shall be done under the supervision and to the specifications determined solely by Company and at the expense of the Landowner, and Landowner's successors or assigns. Further, Landowner, for Landowner and Landowner's successors and assigns, agrees that no private dwelling or any industrial building or place of assembly in which persons work, congregate, or assemble shall be located within 50 feet of the pipeline located within the Defined Easement.

4. Nothing herein contained shall be construed as releasing any rights or privileges under said Right of Way Agreement insofar as said Right of Way Agreement covers said Defined Easement; but said Right of Way Agreement, insofar as it relates to said Defined Easement, and insofar as it may be inconsistent and in conflict herewith, is hereby amended so that the rights and obligations of the parties hereto shall be determined under the terms and provisions of this instrument. Said Right of Way Agreement, insofar as it may cover and relate to land other than the Owned Land, shall remain in effect in accordance with all of its terms and provisions.

5. It is the intention of both Company and Landowner that said Defined Easement shall extend completely across the Owned Land and be located in such manner that all of Company's presently existing pipelines will be within its boundaries. To this extent it is understood and agreed that in the event it should ever be determined that either of said boundary lines have not been properly located or that there is a conflict between calls for the boundary lines or for the existing pipeline or pipelines and calls for other objects or monuments or calls for course or distance in a description of said Defined Easement, the Defined Easement shall for all purposes be deemed to be extended in length and/or adjusted as to location in order that the intention of the parties will be carried out.

6. Company shall have the right from time to time to assign the rights granted hereunder in whole or in part.

The provisions hereof shall extend to, be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

EXECUTED in duplicate originals on the dates set forth in the acknowledgments, but effective for all purposes as of the \_\_\_\_\_ of November, 2008 (the "Effective Date").

LANDOWNER:

**THE CITY OF WICHITA**  
a Kansas municipal corporation

By: \_\_\_\_\_

Name: Carl Brewer

Title: Mayor

ATTEST:

\_\_\_\_\_

Name: \_\_\_\_\_

Title: City Clerk

Approved as to Form:

\_\_\_\_\_  
Gary E. Rebenstorf,  
Director of Law

COMPANY:

**CONOCOPHILLIPS COMPANY**

By: \_\_\_\_\_

Kevin C. Startz  
Attorney-in-Fact



STATE OF OKLAHOMA                   §  
   §  
COUNTY OF WASHINGTON           §

On this \_\_\_\_\_ day of November, 2008, before me personally appeared Kevin C. Startz, known to me to be the person whose name is subscribed as Attorney-in-Fact, of ConocoPhillips Company, a Delaware corporation, on the foregoing instrument and acknowledged to me that he executed the foregoing instrument on behalf of said corporation as his free and voluntary act and deed, for the uses, purposes and consideration therein set forth.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires:  
\_\_\_\_\_

My commission number is:  
\_\_\_\_\_

STATE OF KANSAS                   §  
   §  
COUNTY OF SEDGWICK           §

On this \_\_\_\_\_ day of November, 2008, before me personally appeared \_\_\_\_\_, Mayor of the City of Wichita, a municipal corporation, known to me to be the person whose name is subscribed on the foregoing instrument and acknowledged to me that he executed the foregoing instrument as his free and voluntary act and deed, on behalf of said municipal corporation, for the uses, purposes and consideration therein set forth.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires:  
\_\_\_\_\_

My commission number is:  
\_\_\_\_\_

# Exhibit "A"

## RIGHT-OF-WAY AGREEMENT

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, in hand paid, the receipt of which is hereby acknowledged, the Board of Park Commissioners, City of Wichita, Kansas, hereinafter referred to as Grantor, does hereby grant unto Continental Oil Company, a Delaware corporation having offices in Ponca City, Oklahoma, hereinafter referred to as Grantee, its successors and assigns, the right to lay, maintain, inspect, alter, repair, operate, protect, remove and relay a pipeline for the transportation of oil and gas and products and by-products thereof, water and other substances, and such drips, valves, fittings, meters and other equipment and appurtenances as may be necessary or convenient for such operations upon, through and under the following described land situated in Sedgwick County, State of Kansas, to wit:

E-1/2, Section 2, Township 28 South, Range 1 East,  
as shown as Tracts 96 and 99 on Exhibit "A" attached  
hereto and made a part hereof,

together with the rights of ingress and egress to and from said line for the purposes aforesaid.

Grantor shall have the right fully to use and enjoy the said premises except as the same may be necessary for the purposes herein granted to the said Grantee. Grantee shall have the right to change the size of its pipes, the damages, if any, in making such change to be paid by the said Grantee. Grantor agrees not to build, create or construct any obstruction, engineering works or other structure over said pipeline nor permit same to be done by others.

This Right-of-Way Agreement may be assigned by Grantee, its successors and assigns, in whole or in part, vesting in any other person, firm or corporation the ownership of the pipeline or an undivided interest therein, with full rights of ingress and egress for the maintenance, repair, operation, replacement and removal thereof.

In the event the pipeline or pipelines laid in the easement granted herein cease to be used to transport oil and gas and products and by-products thereof to Wichita Municipal Airport, then grantee or its assigns, agree to pay to the Board of Park Commissioners of the City of Wichita an annual permit fee as set forth in Section 10, 08.070, Subparagraph Ten (10) of the Code of the City of Wichita, Kansas.

The terms, conditions and provisions hereof shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto.

WITNESS the execution hereof the 20th day of September,  
1968.

BOARD OF PARK COMMISSIONERS OF THE  
CITY OF WICHITA, KANSAS

BY Wingel D. Parker

Title: President

ATTEST:

Wilma Burble



Jul 96 1968

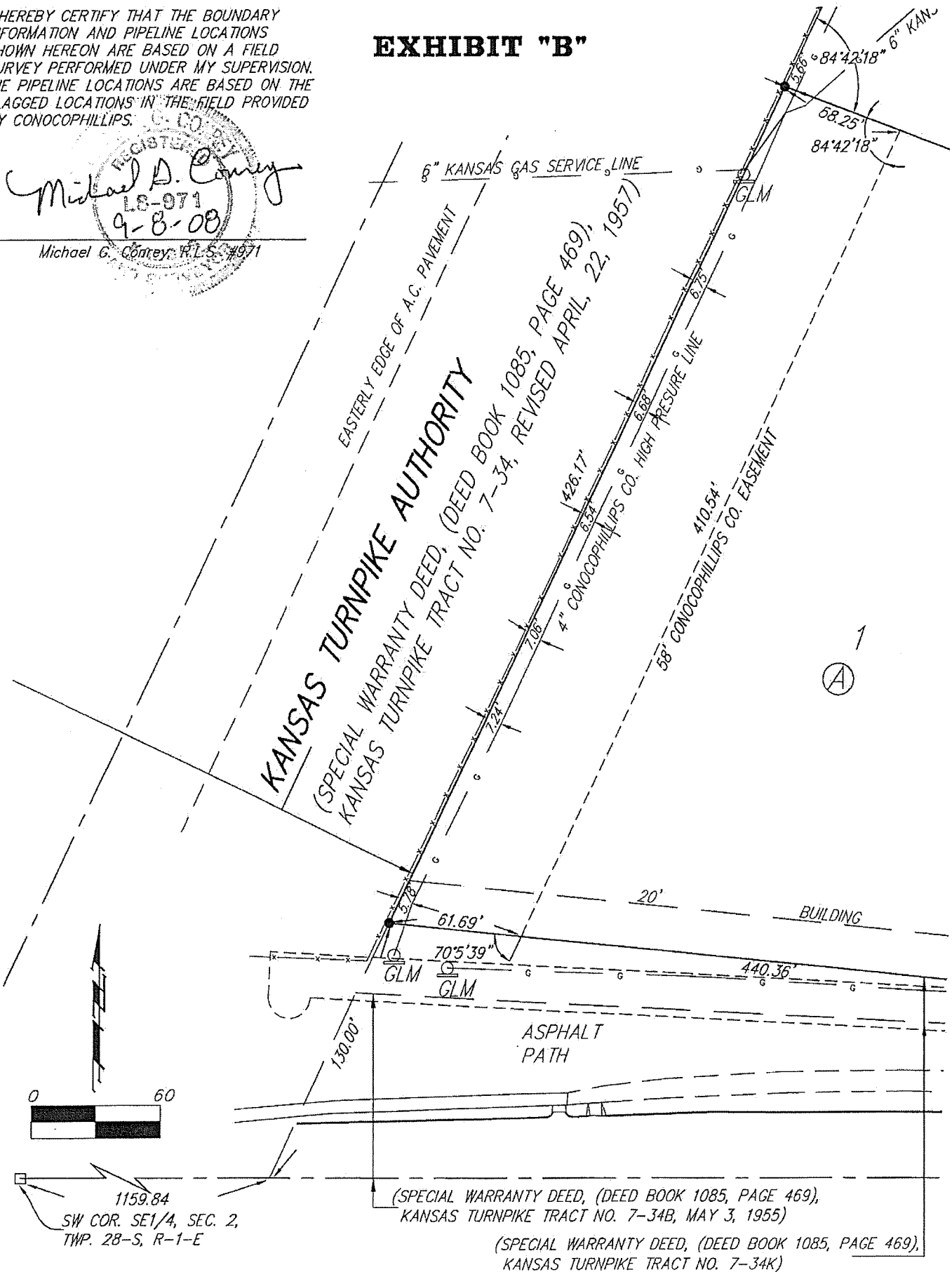
#23021



I HEREBY CERTIFY THAT THE BOUNDARY INFORMATION AND PIPELINE LOCATIONS SHOWN HEREON ARE BASED ON A FIELD SURVEY PERFORMED UNDER MY SUPERVISION. THE PIPELINE LOCATIONS ARE BASED ON THE FLAGGED LOCATIONS IN THE FIELD PROVIDED BY CONOCOPHILLIPS.

## EXHIBIT "B"

*Michael G. Conrey*  
 REGISTERED PROFESSIONAL SURVEYOR  
 LS-971  
 9-8-08  
 Michael G. Conrey, P.L.S. #971



**Second Reading Ordinances for November 4, 2008 (first read on November 18, 2008)**

Public Hearing and Issuance of Industrial Revenue Bonds, RAW Investments, Inc. (District IV)

ORDINANCE NO. 48-109

An ordinance authorizing the City of Wichita, Kansas to issue its taxable Industrial Revenue Bonds, Series VIII, 2008 (Raw Investments, Inc.), in the aggregate principal amount of \$1,900,000 for the purpose of constructing and acquiring a commercial facility; and authorizing the execution of certain documents in connection with the issuance of the bonds.

Public Hearing and Property Tax Exemption Request, Rand Graphics, Inc. (District IV)

ORDINANCE NO. 48-113

An Ordinance exempting property from ad valorem taxation for economic development purposes pursuant to Article 11, Section 13, of the Kansas Constitution; providing the terms and conditions for ad valorem tax exemption; and describing the property of Rand Graphics, Inc., so exempted.

Improvement to the intersection of 17th and Hillside. (District I)

ORDINANCE NO. 48-110

An ordinance declaring the intersection of 17th and hillside (472-84766) to be a main trafficway within the city of Wichita, Kansas; declaring the necessity of and authorizing certain improvements to said main trafficway; and setting forth the nature of said improvements, the estimated costs thereof, and the manner of payment of same.

ZON2008-42/CON2008-36 – Zone change to “TF-3” Two-family Residential and Conditional Use request for four duplexes (eight dwelling units); generally located south of 9th Street North and east of St. Paul. (District VI)

ORDINANCE NO. 48-111

An ordinance changing the zoning classifications or districts of certain lands located in the City of Wichita, Kansas, under the authority granted by the Wichita-Sedgwick county Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended.

ZON2001-00053 – Zone change from SF-5 Single-Family Residential to LI Limited Industrial with a restrictive covenant to limit uses and modify development standards. Generally located south of 45th Street North and west of Webb Road, 4211 N. Webb Road. (District II)

ORDINANCE NO. 48-112

An ordinance changing the zoning classifications or districts of certain lands located in the City of Wichita, Kansas, under the authority granted by the Wichita-Sedgwick county unified zoning Code, Section V-C, as adopted by Section 28.04.010, as amended.